

General Terms and Conditions of Continuing Education Programs at Jacobs University Bremen gGmbH

In the interests of readability, we have consistently avoided the use of masculine and/or feminine terms in this document. It goes without saying that all information is always intended to refer to all genders.

§ 1 – General provisions

- (1) These General Terms and Conditions (hereinafter “GTC”) govern the contractual relationship between the Customer of a continuing education program (whether legal entity or natural person, hereinafter referred to as “Customer”) and Jacobs University Bremen gGmbH, (postal address: Campus Ring 1, 28759 Bremen, Court of Registration: Bremen Local Court [“Amtsgericht Bremen”], Registration No. HRB 18117) (hereinafter referred to as “Jacobs University”).
- (2) Unless explicitly stated otherwise below, these GTC shall apply whether the Customer is a consumer or business enterprise.
- (3) “Consumers” within the meaning of these GTC are natural persons to whom no commercial or self-employed professional activity can be attributed. “Business enterprise” refers to any natural person, legal entity or partnership with legal capacity acting in performance of its commercial or self-employed business activities.
- (4) The definitive version of the GTC is the version valid at the time of conclusion of contract. Any amendments or supplementary agreements to these GTC must be confirmed in writing and approved by Jacobs University and shall be valid only in the individual case concerned. Jacobs University does not recognize any divergent or supplementary general terms and conditions of the Customer, even if it has not explicitly objected to the application of such terms and conditions.
- (5) All detailed information on our individual continuing education programs, such as duration, course contents, prices and admission conditions, is provided in the description of the individual continuing education program on our websites, on the course registration form or individualized offers.

§ 2 – Conclusion of contract/registration and confirmation

- (1) The continuing education program announced by Jacobs University is subject to change. The presentation and promotion of continuing education programs on the Jacobs University website does not constitute a binding offer for conclusion of contract, but an invitation to the Customer to register for the continuing education programs and to submit a binding offer to attend the course.
- (2) To attend at a continuing education program at Jacobs University the Customer is obliged to submit a written and (digitally) signed registration form. This must be submitted to Jacobs University in text form (which also includes by e-mail or online form) e.g. by using the registration form. Registration is binding upon the Customer.
- (3) A contract enters into force as soon as Jacobs University confirms the registration in writing (including by e-mail).
- (4) Some continuing education programs can be carried out only with a limited number of participants or as from a certain minimum number of participants. The Customer has no right to demand performance of or attendance at a continuing education program where a limited or minimum number of participants is prescribed.
- (5) On registering for a continuing education program, the Customer accepts these GTC.

§ 3 – Admission conditions

- (1) The continuing education programs at Jacobs University – which in some cases are subject to a limited number of participants – are open to all interested persons who have the required qualifications as stated in the description of the continuing education program.
- (2) In order to optimize the results, specific previous knowledge and qualifications are necessary for some continuing education programs. Jacobs University reserves the right not to accept registrations in justified individual cases if the participant does not satisfy the specified conditions or if there is otherwise legitimate reason to doubt whether the continuing education program could be performed successfully.

§ 4 - Performance

- (1) The continuing education program is performed in accordance with the contents of the continuing education program as published or otherwise agreed in writing between the parties and within the scope of the applicable statutory regulations.
- (2) Jacobs University reserves the right to change the teacher or trainer and / or to transfer or amend the continuing education program schedule provided this does not fundamentally change the objective of the continuing education program. The Customer has no right to demand that the continuing education program is conducted by a certain teacher or trainer at a certain location.
- (3) Any changes to the contents which fundamentally change the objective of the continuing education program shall be permissible only subject to the consent or at the request of both parties.

§ 5 – Obligations of participants

- (1) The participant undertakes to observe the house rules and any other rules and regulations (e.g. fire protection regulations etc.) in force at the individual teaching and continuing education program venues, to obey all instructions issued by teachers, trainers or authorized representatives of the organizer or any agent employed in performance of the organizer’s duties and to attend the continuing education program regularly, cooperatively and constructively and to refrain from doing anything that could be in conflict with due and proper performance of the continuing education program.

§ 6 – Terms of payment, cancellation and termination

- (1) The agreed continuing education fee or participation fee is payable net without any deductions within 14 days of receipt of invoice. All payments must be made to the Jacobs University bank account stated on the invoice, stating the invoice number and the name of the Customer.
- (2) In case of default in payment, Jacobs University shall charge all dunning and collection costs which it has actually incurred. Jacobs University shall further be entitled to charge the statutory interest on arrears.
- (3) In case of withdrawal or cancellation by the Customer after conclusion of contract, Jacobs University shall be entitled to claim compensation. In that case, Jacobs University shall always endeavor to find an alternative date in consultation with the Customer. If that is not possible or if the Customer does not wish an alternative date, Jacobs University shall claim compensation as a lump sum, depending on the date of withdrawal or cancellation as follows:
 - less than 4 weeks before commencement:
50% of the invoice amount
 - less than 2 weeks before commencement:
100% of the invoice amount.
- (4) Jacobs University shall further be entitled to charge the Customer for the additional work and costs resulting from arranging an alternative date.
- (5) The Customer shall be at liberty to prove that Jacobs University did not suffer any damage or only less damage.
- (6) This does not affect the statutory right to a termination without notice for just cause.
- (7) Notice of termination must always be given in writing or text form (e.g. by letter or e-mail). In case of termination without notice for just cause, the reason for termination should be stated in the notification. On no account shall failure to attend the continuing education program be deemed notice of termination.

§ 7 – Cancellation by Jacobs University

- (1) Jacobs University reserves the right to cancel continuing education programs, events and/or dates owing to insufficient participant numbers, sickness of a teacher or trainer, or owing to any other unreasonable disruptions in business operations. In that case, Jacobs University shall always endeavor to find an alternative date in consultation with the Customer. If it is not possible to offer alternative dates in individual cases and a continuing education program therefore has to be completely cancelled, Jacobs University shall refund any participation fees which have already been paid. Jacobs University shall not accept or refund any further claims, such as loss of earnings by the Customer, travel or hotel expenses, without prejudice to the provision stated in § 9 (Liability) of these GTC.

§ 8 – Copyright

- (1) All materials and/or software supplied to the Customer and any other media used in the continuing education program are protected by copyright and are the intellectual property of the author concerned. Such material – including any extracts thereof – may therefore be used for other purposes only with the explicit written consent of Jacobs University. The reproduction, disclosure or commercial use of the contents of the continuing education program vis-à-vis third parties is not permitted.
- (2) Jacobs University shall treat all working results, documents and/or other materials provided for teaching and continuing education program purposes as strictly confidential. Disclosure to third parties shall be permissible only if these third parties are freelancers hired by Jacobs University for teaching and continuing education program purposes. All confidential materials will be destroyed on completion of the continuing education program unless they must be kept for legal reasons.
- (3) The Customer grants Jacobs University a non-exclusive right of use, including the right to online use, in all work results, documents and materials produced within the scope of the continuing education programs for teaching and continuing education program purposes.

§ 9 Liability

- (1) Jacobs University shall be liable pursuant to the applicable statutory regulations if the Customer files claims for compensation or claims for the reimbursement of futile expenses based on intent or gross negligence on the part of Jacobs University, its legal representatives or any agents employed in performance of its duties.
- (2) In all other cases and unless explicitly otherwise stated in the following (3), Jacobs University shall be liable only in case of infringement of a contractual obligation the performance of which is a sine qua non for due and proper execution of the contract and compliance with which the Customer is regularly entitled to rely on (“cardinal obligation”); liability in such cases shall be limited to compensation for foreseeable and typical damage.
- (3) This shall not affect the liability of Jacobs University for culpable injury to life, limb or health.
- (4) Except in the cases specified above, Jacobs University shall assume no liability whatsoever; this shall apply irrespective of the legal nature of the asserted claim and in particular to claims for compensation based on culpa in contrahendo, owing to other infringement of obligations or owing to claims based on tort for compensation for material damage or pecuniary damage pursuant to Section 823 German Civil Code [“BGB”].

§ 10 Data Protection

Jacobs University processes the Customer's personal data solely in compliance with the applicable statutory regulations, including but not limited to the General Data Protection Regulations (GDPR). Information on privacy is provided in our privacy policy (cf. Jacobs University website).

§ 11 – Right of revocation

- (1) Customers who are consumers within the meaning of Section 13 German Civil Code [“BGB”] are entitled to a right of revocation as set forth below:

Information on right of revocation

Right of Revocation

You are entitled to revoke this Contract within 14 days without stating reasons.

The period of revocation is fourteen days as from the date of conclusion of contract.

To exercise your right of revocation, you are obliged to inform us, (Jacobs University Bremen gGmbH, Campus Ring 1, 28759 Bremen, e-mail: business@jacobs-university.de, Tel: +49 421 – 200 4410) by means of an unambiguous declaration (e.g. a letter sent by post facsimile or e-mail) of your decision to revoke this contract. You are at liberty to use the enclosed standard revocation form, but are not obliged to do so.

In order to comply with the deadline for revocation, it is sufficient if you send the notice that you wish to exercise your right of revocation prior to expiry of the period of revocation.

Consequences of Revocation

If you revoke the contract, we shall refund all payments which we have received from you, inclusive of the costs of payment remittance (with the exception of any additional costs which arise because you have chosen a payment remittance method other than the inexpensive standard payment option offered by us), without delay and no later than within fourteen days of the date on which we receive your notice of revocation of this Contract. We shall use the same method of payment for the refund as you used for the original transaction, unless we have explicitly reached an agreement with you on a different method of payment; on no account will any charges be levied for this refund.

If you demanded that the service should commence during the period in which you have a right of revocation, you shall pay us a reasonable sum which corresponds to the share of services provided up to the date on which you notify us that you wish to exercise your right to revoke the contract in relation to the total scope of the services to be provided pursuant to the contract.

End of information on right of revocation

§ 12 – Closing provisions, arbitration

- (1) Place of performance for registered traders is the venue agreed in writing with the Customer. Legal venue for registered traders for all legal disputes arising from the booking is Bremen. Local and international jurisdiction shall otherwise be governed by the applicable statutory provisions.
- (2) All contracts shall be governed by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods is explicitly ruled out. If the Customer submits registration as a consumer and has his/her habitual abode in a country other than Germany at the time of registration, the application of mandatory statutory regulations of that country shall not be affected by the choice of law pursuant to Sentence 1.
- (3) Should any individual provisions of this contract be or become wholly or partially invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. Any invalid/unenforceable provision shall be replaced by a new provision which comes as close as possible to the meaning and economic intent of the invalid or unenforceable provision. The same shall apply should the contract prove to contain any gaps which have to be remedied.
- (4) The EU Commission has established an internet platform for online dispute resolution. This platform serves as a contact address for the out-of-court resolution of disputes relating to contractual obligations resulting from online purchase contracts. Further information is available at the following link:
<http://ec.europa.eu/consumers/odr>.

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