



## **General Terms and Conditions for the Online Academy by Web Shield**

**As of 06.11.2020**

### **I. Definitions**

In the context of these General Terms and Conditions, capitalized words have the following meanings:

1. GTCs: these General Terms and Conditions.
2. Participant: means the person who intends to take part in the Online Academy by Web Shield, submitted online registration form and paid the Online Academy by Web Shield Fee.
3. Online Academy by Web Shield or Online Academy: means the course/s provided by Web Shield online.
4. Online Academy Fee: means amount of money due from Participant to Web Shield for the participation in the Online Academy by Web Shield.
5. Organiser or Web Shield: means Web Shield Services GmbH, address: Web Shield Services, Rosa-Luxemburg-Straße 27, 04103 Leipzig.
6. Text Form: a declaration made in written form via Email or on paper.

### **II. General Scope**

1. These GTCs shall apply to the booking and participation in the Online Academy offered for Web Shield . In this context, these GTCs rule the contractual relationship between Web Shield and the Participants.
2. These GTCs exclude any other contractual clauses referred to, offered or relied on by the Participants at any stage in the dealings between the contractual parties.
3. Any variation or deviation from these GTCs (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in Text Form between Web Shield and the Participants.

### **III. Registration**

1. With receipt of the registration confirmation the contract for the participation at the Online Academy is considered concluded. The course is available for three months.
2. Once you have completed your registration, you will receive your registration confirmation. If you do not receive the confirmation of registration or receive it with a delay, the contract shall be deemed concluded if we do not declare rejection within a period of 14 days.

### **IV. Price**

The Online Academy Fee is indicated for each individual course and varies depending on the course. The Fee is subject to VAT (Some organizations may be able to reclaim tax paid).

## **V. Payment**

1. Payments are due within 10 days from receipt of invoice.
2. Payments for the Online Academy can also be executed via credit card.
3. Participants shall be responsible for the payment of any and all taxes required under law, as well as any and all wire transfer or other banking fees that may apply to your payment method. Separate tax rates apply to services related to the organization of congresses, seminars or similar events, since events conducting public ticket sales have to be taxed according to the local tax rates of the event venue's jurisdiction.

## **VI. Revocation policy and instructions for cancellation**

1. All cancellations must be made in Text Form. Email notice to the address: academy@webshield.com shall suffice.
2. Cancellations submitted within five days (5) after purchase, and before starting the course/s, will receive a hundred (100) percent refund of the paid Online Academy Fee.
3. Cancellations submitted within fourteen (14) days after purchase and before starting the course will refund fifty (50) percent of the paid Online Academy Fee.
4. Cancellations submitted later are non-refundable.
5. Refunds will be processed after thirty (30) days from cancellation date.

## **VII. Cancellation by Web Shield**

If Web Shield is unable to deliver the courses of the Online Academy to the Participant, Web Shield will refund the Online Academy Fee paid by Participant within 30 days of such cancellation, in full.

## **VIII. Conduct at the Online Academy by Web Shield**

1. Login details shall not be shared with others. The purchase of one course is intended for one person only.
2. As a Participant at a Online Academy, you agree to conduct yourself in a professional manner and to comply with such reasonable requirements that are imposed by Web Shield in connection with the Online Academy.

## **IX. Copyright**

The written material accompanying the Online Academy is protected by copyright and may not be reproduced or distributed without the consent of Web Shield.

## **X. Personal Data**

1. The parties commit to comply with data protection laws and regulations.
2. Web Shield uses personal data exclusively for the completion of the registration.
3. To provide the certification, Web Shield will be able to see the participants progress in the courses.

4. Under no circumstances will personal data be resold or rented. For further knowledge about Web Shield's privacy policy, please check: <https://www.webshield.com/privacy-policy>.

#### **XI. Liability and Limitation of Liability**

1. Web Shield is liable in the event of injury to life, body or health, which is based on a negligent breach of duty of Web Shield or a deliberate or grossly negligent breach of duty by its legal representative or vicarious agent, Web Shield is liable in accordance with the statutory provisions.
2. The same applies to other damages, which are based on grossly negligent breach of duty on the part of the Organiser based on an intentional or grossly negligent breach of duty by its legal representative or vicarious agent.
3. For other Damages resulting from the violation of essential obligations as a result of slight negligence by the organiser its legal representatives or vicarious agents the liability of the Organiser is based on the following the foreseeable damage typical for the contract up to is limited to a maximum of twice the value of the subject of the contract.
4. Web Shield is not liable for disruptions, errors or lack of continuity of the Online Academy resulting from provision of internet services by Participant's service provider or lack of adequate or inappropriate technical parameters of the Participant's equipment.

#### **XII. Damages**

1. In the event of any damages caused by any Participant to the Web Shield system, the Participant will be charged the full repairing cost.
2. We reserve the right to make minor changes to the event programme and to change content for good cause.

#### **XIII. Force Majeure**

1. Force majeure is an event which occurs due to occurrences outside one's own control and not because of one's fault. Such an event is not foreseeable and may not be avoided (or avoided in a timely fashion) by use of due diligence and technologically or economically reasonable means and which makes it impossible to fulfil temporarily or definitively one's contractual obligations.
2. Such occurrences include, in particular, natural catastrophes, terrorist attacks, interruption of the power supply or communications technology, legally occurring strikes as well as legal provisions or actions ordered by governmental institutions, agencies or the courts (independent of their legality).
3. Neither Web Shield nor the Participant shall be liable for any delay or failure to perform any of their obligations if the delay or failure results from events of force majeure. The parties shall be freed of the obligations affected by force majeure for the duration of the event or as long as it is impossible for them to fulfil their contractual obligations.

#### **XIV. Severability**

1. If any term or provision of these GTCs is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect.

2. If any provision is declared to be legally invalid or unenforceable, then the invalid or unenforceable provision shall be replaced by a valid, enforceable provision that most closely matches the economic purpose of the original provision.

#### **XV. Event updates**

1. We will be happy to inform you about our events in the future: For this purpose we will store the necessary data, if you provided consent.
2. If you provide consent, you will also be added to the Web Shield Academy Participant list for notifications of future events.
3. You will receive essential information for registered Participant electronically at the email address provided on your registration form.

#### **XVI. Miscellaneous**

1. These GTCs shall be governed by and construed in accordance with the laws of Germany.
2. Any dispute arising from these GTCs shall be exclusively submitted to the German court competent for the registered office of the Organiser.

#### **Contact Information:**

The following is the contact data for the Participant to exercise right of revocation, you must contact Web Shield to the following Address:

Web Shield GmbH

Rosa-Luxemburg-Straße 27

04103 Leipzig.

E-mail address: [academy@webshield.com](mailto:academy@webshield.com)