

- 1. Scope**
 - (1) These General Terms and Conditions for Online Events apply to online events held by Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e. V., Hansastrasse 27 c, 80686 München, Germany, registered at Munich district court, register of associations no. VR 446, and/or its institutes or research units ("Fraunhofer"). They govern the rights and obligations in connection with participation in such an online event by the other party to the contract ("Participant").
 - (2) Online events are digital events attended exclusively via the internet using a digital device.
 - (3) Fraunhofer institutes and research units are legally dependent Fraunhofer entities. Institute or research unit events are therefore considered to be Fraunhofer events. All rights and obligations stipulated in these General Terms and Conditions of Events therefore apply to Fraunhofer. Declarations made by a Fraunhofer institute or research unit are attributable to Fraunhofer. However, the point of contact for events of an institute is that institute itself ("Organizer").
 - (4) These General Terms and Conditions of Events apply to the exclusion of all others, except where expressly stipulated otherwise in the following provisions. Terms and conditions of Participant that conflict with, deviate from, or supplement these General Terms and Conditions of Events shall not become an element of the contract, even if Fraunhofer does not expressly object to them.
 - (5) Where a contract is required with a third party for technical aspects of the online event (e.g., registration and/or user account with online service providers), the applicable terms of use and/or general terms and conditions for this third party must also be observed. Fraunhofer shall not become a party to any services rendered by the third party.
 - (6) The language of the contract is English.
- 2. Object of the contract**
 - (1) The subject of these General Terms and Conditions of Events is participation in an event by Participant, the holding of the event, and the provision by Organizer of services, if any, to accompany the event.
 - (2) The content, schedule and other information relating to an event are set out in the relevant event description (see section 7).
- 3. Registration; entering into a contract**
 - (1) Interested parties can register for an event only via websites used for this purpose by Fraunhofer. Participant is required to supply accurate personal information.
 - (2) Unless otherwise specified in the individual case, Participant, by filling out and submitting the online registration form provided, issues an offer to participate in the event. A contract for attending the event comes into effect when this offer is accepted by Organizer. The offer is deemed accepted when a third-party provider sends an email to Participant containing the access data for the learning platform. Participant can only take part in the online event by using the third-party provider's learning platform.
 - (3) When registering online, and after payment has been made, Participant receives an email containing the access data (a username and an initial password) for the learning platform of a third-party provider (see section 8 (3)). Participant must use this access data to log in to the third-party provider's learning platform and set their own password.
 - (4) A registration confirmation is generally binding and entitles Participant to participate in the event in question. There is no entitlement to attend specific parts of the program unless these have been expressly booked in advance. This applies in particular to parts of the program open only to a limited number of people attending.
- 4. Technical requirements, Participant's obligation to cooperate**
 - (1) An internet connection, a digital device including a standard web browser or, if applicable, additional software (an up-to-date version of each) is required to attend any online event.
 - (2) Participant is responsible for the fulfillment of the technical requirements. If Participant does not meet the technical requirements or if technical problems occur during the online event for which Participant is responsible, this does not release Participant from their payment obligation.
- 5. Registration, availability**
 - (1) If Participant receives access data for participation in the online event, Participant may not pass this access data on to third parties. Participant is obliged to treat access data confidentially and to protect it from access by third parties. Participant is obliged to inform Organizer immediately if there are any indications of misuse of the access data by third parties.
 - (2) Where attending an online event is free of charge, the Organizer reserves the right to block access to the online event, if necessary, only temporarily and/or for parts of the online event, where technical capacities or safety reasons so require.
- 6. Contract information**
 - (1) You can access, store, and print out these General Terms and Conditions of Online Events [here](#). We store the text of the contract (contract information and terms and conditions of attendance). For your contract information (event booked; participants, participation fee, if any), please see your registration confirmation. Your contract information is not available online.
- 7. Event description**
 - (1) The content, schedule, and other information concerning an event are set out in the relevant event description provided by Organizer.
 - (2) The right to make changes in the program schedule and/or content for good reason is reserved. Organizer will make every effort to communicate any changes in advance by email or on the relevant official event or institute website.
- 8. Participation fee; due date, price reduction**
 - (1) In the case of events for which a fee is charged, Participant is obligated to pay the agreed participation fee. The amount of the attendance fee is stated in the event description.
 - (2) The attendance fee must be paid in advance using one of the payment options shown. The date when payment is received in the Organizer's account is the date determining whether payment has been made on time. The attendance fee is deemed to fully settle and discharge all claims to payment for attending the event program.
 - (3) Payment is processed by a third-party provider. After completing the online registration form, Participant is automatically redirected to the third-party provider's website. Participant needs to enter their payment details on that website. The fee is invoiced by the third-party provider on behalf of Fraunhofer. For the execution of the payment, the respective terms of use and/or general terms and conditions of this third party, if applicable, must also be observed.
 - (4) Amounts owed to the Participant may only be set off against amounts owed to Fraunhofer where the counterclaim is undisputed or legally established, is not disputed or recognized by Fraunhofer, or is closely related to amounts owed to Fraunhofer under a mutual contract.
 - (5) Participant cannot exercise a right of retention unless their counterclaim is based on the same contractual relationship.

- (6) Changes for good cause in the program schedule or content do not constitute grounds for reducing the participation fee.

9. Right of withdrawal

If you are a consumer, you have a statutory right of withdrawal; information on this right is provided in this section. "Consumer" means any natural person who enters into a legal transaction for purposes that do not principally relate to their trade, business or profession (section 13 of the German Civil Code (Bürgerliches Gesetzbuch, BGB)).

Withdrawal policy
<p>Right of withdrawal You have the right to withdraw from this contract within 14 days without giving any reason. The cooling-off period will expire after 14 days from the day the contract is agreed.</p> <p>To exercise the right of withdrawal, you must inform us Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e. V. Fraunhofer-Institut für Fertigungstechnik und Angewandte Materialforschung IFAM Wiener Strasse 12, 28359 Bremen, Germany Phone +49 421 2246-0 Fax +49 421 2246 300 Email ebbc@ifam.fraunhofer.de</p> <p>of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post, fax or email). You may use the attached sample withdrawal form, but this is not obligatory. To meet the deadline for withdrawal, it is sufficient that you send notice of exercising your right of withdrawal before the cooling-off period ends.</p> <p>Consequences of withdrawal If you withdraw from this contract, we shall refund all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will send the refund using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of any such refund. If you requested services should start during the cooling-off period, you shall owe us an amount covering what was provided up to the point you notified us of your withdrawal from this contract, proportionate to the full scope of the contract.</p> <p style="text-align: center;">Sample withdrawal form</p> <p>(Complete and return this form only if you wish to withdraw from the contract.) To Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e. V. Fraunhofer-Institut für Fertigungstechnik und Angewandte Materialforschung IFAM Wiener Strasse 12, 28359 Bremen, Germany Phone +49 421 2246-0 Fax +49 421 2246 300 Email ebbc@ifam.fraunhofer.de</p> <p>- I/We (*) hereby give notice that I/we (*) wish to withdraw from my/our (*) contract of sale for the following goods (*)/for the provision of the following services (*), - Date ordered (*)/received (*) - Consumer name - Consumer address - Consumer signature (only where this form is submitted on paper) - Date (*) Delete as appropriate.</p> <p>Limit to right to withdraw</p>

10. Cancellation by Participant; designation of a representative

- (1) No contractual right of rescission or cancellation on the part of Participant is agreed.
- (2) If Participant is unable to attend the online event for any reason, the participation fee is due and payable nonetheless, and payments that have already been made will not be refunded. This applies even if Participant cancels their participation before the event starts.
- (3) Notwithstanding the provisions of paragraph 2 above, Organizer may offer full or partial refunds of the attendance fee. Further information on this is set out in the relevant event description.
- (4) In general, a binding registration cannot be canceled. Registrations for on-demand and blended learning seminars can only be canceled free of charge as long as Participant has not yet received their access data to our online training platform.

- (5) Participant is responsible for any bank transaction fees charged for a refund.

11. Cancellation or withdrawal on the part of Organizer

- (1) Organizer reserves the right to cancel or discontinue the event for good cause pursuant to the provisions below. Good cause is where, upon consideration of all circumstances of the individual case and upon weighing the interests of both parties, Organizer cannot reasonably be expected to hold the event. In particular, good cause is deemed to exist if there is a credible risk of terrorist attacks, natural disasters, force majeure (e.g., acts of war, strike, epidemic, disruptions of operations), or in the event of the absence, illness, or death of a speaker or other persons who are essential to the content and implementation of the event program.

- (2) If the event is canceled under paragraph 1 above, there is no longer any obligation to pay the attendance fee. Participant may demand a refund for payments already made. If the event is aborted, only a prorated refund will be provided. Participant has no other claims due to the event being cancelled or aborted unless Organizer is responsible for the reason for the cancellation or premature termination.

12. Technical infrastructure faults

- (1) Participant is obliged to refrain from any activity that is intended or suitable to disrupt and/or excessively overload the online event or the technical infrastructure behind it.

13. Advertising and sales activities

- (1) Participant is not permitted to engage in any kind of advertising or to offer or sell goods or services at the event venue or the associated grounds except with Organizer's prior written consent.
- (2) Participant is responsible for the information they provide regarding the event (e.g., on the internet) and is not deemed to be acting on Organizer's behalf in this regard.

14. Sponsorship

- (1) Notwithstanding the provisions of section 13 (1) above, Participants who are involved in the event through financial support or support in kind (sponsors) can designate themselves as event partners. Details are set forth in an agreement between Organizer and the sponsor, which must be concluded separately.
- (2) Participants, and especially sponsors, are not permitted to designate themselves as sponsors, supporters, or the like of Fraunhofer or any of its institutes.
- (3) Organizer and sponsors are obligated to show consideration for each other's legitimate interests. This continues to apply after an event.

15. Photos, video/audio recordings

- (1) Organizer will take photos and/or make video/audio recordings (e.g., photos or videos) during the event, including the supporting program, and use these for purposes of documentation, for reporting during and after the event, for post-event promotion, and for announcing future events. Organizer is entitled to provide the photos and recordings to third parties (also including the press, for example) for the stated purposes and to publish them on media platforms (e.g., Facebook, Instagram and Organizer's own website).
- (2) Organizer shall take care to ensure that the personal rights of Participant are not violated when photos and/or video/audio recordings are used.
- (3) Participant is not permitted to take photos or make video/audio recordings of the online event (e.g., screenshots, recordings).

16. Event materials; copyright and rights of use

- (1) Organizer is entitled to transmit user-generated content to Participant and make it publicly accessible on the EBBC platform or on the EBBC event website.
- (2) Event documents and contents provided to Participant are protected by copyright. These documents and contents may not be reproduced, circulated or published. Reproducing the documents and contents without Fraunhofer's express consent is permitted for personal use only as defined in section 53 of the German Copyright Act (Urheberrechtsgesetz, UrhG).

17. Liability

- (1) Organizer assumes no liability for ensuring that the information and contents provided by third parties in the event documents are up-to-date, accurate, and complete. In particular, Organizer assumes no liability for damages and/or losses arising from the use or sharing of what is learned and/or communicated as part of the event.
- (2) Organizer is liable for intent and gross negligence. Organizer is liable for ordinary negligence pursuant to the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG) and is also liable for injury to life, body or health of persons.
- (3) In the case of ordinary negligence, Organizer's liability is limited to cases of breach of obligations essential to the contract (cardinal obligations), that is, those obligations that make the proper performance of the contract possible and on the fulfillment of which the other party to the contract may regularly rely. In this case, the scope of liability is limited to reasonably foreseeable damage or loss. There is no liability for indirect damage or loss, consequential damage or loss due to defects or lost profit. This limitation of liability also applies in the event of fault on the part of Organizer's legal representative or agent.

18. Data protection

Organizer processes personal data collected in connection with registration for and participation in the event in compliance with the applicable provisions of the law on data protection. For further information, particularly on the purposes and scope of processing and on the rights of data subjects, please see Organizer's [data protection information](#), which is referenced each time a Participant registers for the event.

19. Miscellaneous

- (1) Should one or several provisions of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.
- (2) Amendments to these Terms and Conditions must be in written form. The same applies for amendment of the requirement for written form itself.
- (3) All claims arising out of or in connection with these General Terms and Conditions of Events shall be subject to German law.
- (4) If Participant is a merchant (Kaufmann), a legal entity under public law, or a special asset fund under public law, the place of jurisdiction for all disputes arising out of or in connection with these General Terms and Conditions of Events is Munich.