

Terms and Conditions of incite Ausbildungs- und Schulungsveranstaltung GmbH

Stand 24/05/2018

1. SCOPE

- (1) These Terms and Conditions apply to all service contracts in the version valid on the date of conclusion of the contracts, which cover the professional implementation of the training and continuing education courses offered by incite Ausbildungs- und Schulungsveranstaltung GmbH (hereinafter referred to as incite) as well as certifications and accreditations.
- (2) On applying for the services offered by incite, the Terms and Conditions are deemed to be accepted.
- (3) Any agreement derogating from or supplementing the Terms and Conditions must be made in writing.
- (4) If any provision of these Terms and Conditions is found to be wholly or partly invalid due to mandatory statutory provisions, the remaining provisions of these Terms and Conditions shall remain in force unaffected.

2. SUBJECT OF THE CONTRACT

- (1) incite undertakes to provide the services ordered by the seminar participant by written application. These will only take place with a minimum number of participants, which will be announced in the information media for the relevant services. incite reserves the right to combine or cancel services if there are too few participants.
- (2) All applications for the services of incite and other agreements are only legally binding if they are either signed by the prospective customer or made via incite's online application tool and received by incite in good time. The deadline for the individual events is, unless otherwise specified, four weeks before the event begins.

3. PROTECTION OF INTELLECTUAL PROPERTY/COPYRIGHT/USAGE RIGHTS

- (1) The disclosure of incite's materials to third parties against payment or free of charge is not permitted without the written consent of incite.
- (2) For participants in the courses offered by incite, access to the download area and the use of the documentation provided there is only allowed for the purposes of the course, and the documentation and the access data may not be disclosed to third parties without the written consent of incite.
- (3) incite shall at all times retain the copyright to their services.

4. PAYMENT/CANCELLATION CONDITIONS

- (1) incite is entitled to receive payment of the agreed fee in advance.
- (2) In the case of accreditation or certification, the payment of the fee does not guarantee a positive assessment.
- (3) Cancellations can only be accepted in writing.
- (4) If the order cannot be implemented after the contract is signed by the customer (e.g. due to insufficient cancellation notice, non-attendance, or if events are called off), incite will be entitled to receive the agreed fee, subject to the limitations listed below.
- (5) Unless otherwise agreed, the following cancellation conditions shall apply:
 - Cancellation up to six weeks before the event begins: 0% of the fee
 - Cancellation up to 14 days before the event begins: 50% of the fee
 - Late cancellation/failure to cancel/non-attendance/calling off: 100% of the fee

5. AMOUNT OF THE FEE

- (1) The amount of the fee is determined by the prices of the respective training and continuing education events listed in the latest valid specification of terms.
- (2) No discounts shall apply if the participant leaves early or starts late.

6. CONDITIONS OF PAYMENT/INSTALMENTS

- (1) The invoices issued by incite and VAT must on receipt be paid at the latest by 14 days before commencement of the service without any deductions and free of charges.
- (2) Payment by instalments in accordance with the payment dates and the amount are only possible after prior consultation with the management of incite and require a separate written agreement.
- (3) In the event of default of payment, default interest at the rate of 5% will be charged. In addition, incite will be entitled to terminate the contract.
- (4) Dunning expenses shall be borne by the customer. If a reminder is issued, an amount of Euro 10.00 (but a maximum of 10% of the outstanding amount) will be charged for each reminder. In addition, there are judicial and extrajudicial debt enforcement or recovery costs, which are required for the appropriate collection and recovery of the outstanding amount, and litigation costs for a solicitor and/or collection agencies are also payable.

(5) The costs to be reimbursed by a consumer for the appropriate debt enforcement or recovery or for the dunning expenses may not exceed an amount that is reasonable in proportion to the amount claimed.

7. DISCOUNTS GRANTED/PRICE REDUCTIONS IN THE EVENT OF DELAYED PAYMENT

If the customer delays payment of the invoice by 7 days, any granted discounts and price reductions will become invalidated and charged back.

8. CHANGES TO THE PROGRAMME/CANCELLATION

- (1) incite reserves the right to make reasonable minor changes to event dates, venues, starting times, lecturers and, where appropriate, cancellations. The participant is in full agreement with this. The participant will be notified thereof in an appropriate manner at least three days before the start of the event.
- (2) If an event is called off because the trainer is ill or due to other unforeseen events, no demand may be made to hold the event. In such case incite will not be liable for reimbursement for expenses incurred or other claims. The same applies to necessary short-term postponements and changes of venue.
- (3) In the event of the complete or partial cancellation of events, in particular if lecturers are prevented from attending, the participation fee already paid will be refunded to the extent of the failure. Any additional expenses or other claims of participants are excluded in accordance with Section 10 of the Terms and Conditions.

9. MBA STUDY

incite maintains a partnership with the Austrian Institute of Management (AIM) of the Burgenland University of Applied Sciences for conducting MBA courses. In the event that the partnership between incite and AIM is terminated, participants of an incite MBA programme will not be entitled to continue any further studies.

10. WITHDRAWAL FROM THE CONTRACT/EXCLUSION OF A PARTICIPANT

(1) incite is entitled to exclude a participant from the event and to terminate the contract if the latter has used behaviour (e.g. physical assault, verbal abuse, threats, humiliation, etc.) that makes it unreasonable for other participants, lecturers or employees of incite to participate further. The course fee already paid will be refunded pro rata.

(2) Consumers' right of withdrawal:

(2a) The following special provisions shall apply exclusively to consumers in accordance with the *Konsumentenschutzgesetz* (KSchG) (Consumer Protection Act).

Consumers may, pursuant to § 11ff of the *Fern- und Auswärtsgeschäfte-Gesetz* (FAGG) (Distant and Overseas Businesses Act), withdraw from contracts concluded or contractual declarations made remotely within a period of 14 days without specifying the reasons, unless the right of withdrawal under § 18 of the FAGG is excluded.

(2b) The period of withdrawal starts on the day the contract is concluded.

(2c) In order to exercise the right of withdrawal, the consumer must inform incite (1040 Wien, Wiedner Hauptstraße 57/III/EG, office@incite.at, Tel. +43 5 90900-3792, Fax Direct dial -3794) of their decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post, fax or email).

For this purpose, the consumer may also use the [sample withdrawal form](http://www.incite.at/ausbildung/de/agb/stornierungsformular.html) (<http://www.incite.at/ausbildung/de/agb/stornierungsformular.html>). It is sufficient if the notice of withdrawal is submitted by the deadline.

(2d) Consequences of withdrawal:

If the consumer exercises his or her right of withdrawal, incite must refund all payments it has received from the consumer, including costs of delivery (except for the additional costs arising from the consumer's selecting an alternative method of delivery other than the most favourable standard delivery offered by Incite), immediately and at the latest within 14 days of the date on which the notification of withdrawal from this contract is received by incite. For this repayment incite shall use the same method of payment that the consumer has used in the original transaction, unless it has been expressly agreed otherwise with the consumer. On no account will the consumer be charged a fee for the repayment.

If the consumer has requested that the service is to begin during the withdrawal period, the consumer must pay incite a reasonable amount, corresponding to the portion of the service already provided up to the date on which the consumer notified incite of his or her exercising the right of withdrawal with respect to this contract, in proportion to the total number of services provided for by the contract.

11. CERTIFICATION

- (1) Certificate holders accept the conditions for certificate holders (which can be viewed at http://www.incite.at/ausbildung/upload/pdf/folder_zertifizierungen/Bedingungen_fr_ZertifikatsinhaberInnen.pdf or are available from incite on request) and shall comply with these. Any violation of these conditions will result in the immediate revocation of the certificate.

- (2) The identification fee for CMC, due annually, is payable in arrears based on the individual year (month of the anniversary of the certification date), and will be charged in full on recertification.
- (3) The identification fee for CSE, due annually, is payable in advance based on the individual year (month of the anniversary of the certification date), and will be charged in full on recertification. The first annual fee is already included in the certification fee for initial certification.
- (4) The identification fee for CBA, due annually, is payable in arrears based on the individual year (month of the anniversary of the certification date), and will be charged in full on recertification.
- (5) The identification fee for Certified Foundation Directors, due annually, is payable in arrears based on the individual year (month of the anniversary of the certification date), and will be charged in full on recertification.
- (6) The identification fee for Certified Digital Consultants, due annually, is payable in arrears based on the individual year (month of the anniversary of the certification date), and will be charged in full on recertification.
- (7) The identification fee for Certified Data & IT Security Experts, due annually, is payable in arrears based on the individual year (month of the anniversary of the certification date), and will be charged in full on recertification.
- (8) The identification fee for Certified eCommerce & Social Media Consultants, due annually, is payable in arrears based on the individual year (month of the anniversary of the certification date), and will be charged in full on recertification.
- (9) The right to adjust to the consumer price index and to increase the respective identification fee based on the level of ICMCI contributions is reserved.
- (10) The non-payment of identification fees will result in deletion from the certificate database and the withdrawal of the respective identification permission.

12. LIABILITY

- (1) incite will only be liable for damage to property in the case of intent or gross negligence. No compensation will be paid for consequential damages, financial losses and damages arising from third party claims against the customer.
- (2) The participation fee already paid will only be refunded (pro rata) if the service (training and continuing education event) is impeded by circumstances (failure) that cannot be attributed to the participant. Further claims for compensation are governed by Section 10 Paragraph 1 is excluded.
- (3) incite cannot be held liable for the use of knowledge acquired while studying with incite.
- (4) No liability can be accepted for personal belongings of participants on the part of incite.
- (5) incite cannot be held liable for printing or typographical errors in their publications and website pages.

13. JURISDICTION AND APPLICABLE LAW

- (1) All agreements pertaining to these Terms and Conditions are subject to Austrian law.
- (2) Disputes are dealt with exclusively by the competent court in Vienna with jurisdiction for the headquarters of incite. If the customer is a consumer as defined by the Consumer Protection Act, the competent court will be considered to be the one in whose jurisdiction the customer has his/her domicile or place of usual residence or place of employment.