

### § 1 Scope of application

The present General Terms and Conditions of Business of European Actuarial Academy GmbH, Hohenstaufenring 47 – 51, 50674 Cologne, Germany (hereinafter referred to as "EAA") shall apply to all services within the framework of online trainings (hereinafter referred to as "**web sessions**"), which EAA renders for attendees of such web sessions.

### § 2 Registration and conclusion of contract

1. Registration for web sessions as an attendee can only be made bindingly via internet.
2. Acceptance of the registration of an attendee by EAA shall only be binding when a written confirmation of the registration has been given by EAA. Confirmation will be given by email.
3. EAA shall decide on acceptance of attendees' registrations. No claim to attending shall accrue.
4. In case a web session is fully booked or overbooked a waiting list will be established. If a participant place will become available, registrations will be processed and confirmed in chronological order of booking.

### § 3 Prices

1. Web session rates published at time of booking on our website are valid for your registration.
2. The attendance fee shall be understood per person and web session plus the statutory Value Added Tax valid at the time in question. It shall entail attendance of the talks and web session documents.
3. Attendance of only parts of the web session shall not be entitled to a reduction of the price for the web session.
4. A group discount is possible only for group bookings of six participants from one company that register for the same EAA web session. The invoice address and the company VAT number must be identical for all six persons. In order to benefit from the group discount, an e-mail to [contact@actuarial-academy.com](mailto:contact@actuarial-academy.com) is required before the first booking is made. If all six persons attend the web session, the invoice amount for one attendee will be reduced to € 0. EAA will decide which invoice is reduced unless this is indicated by the company when naming the six attendees. The group discount always refers to the EAA web session fee at the time of booking.

### §4 Payment terms

1. The fees for attending the web session shall be due for payment without deduction 14 days before the start of the web session via bank transfer. Invoices will be sent out via email before. Please always give your invoice number when you effect payment.
2. All bank charges must be borne by the participant.

### § 5 Cancellation by the attendee

1. Cancellations of registrations are only possible up to 2 weeks before the first day of web session and must be done in writing or by email.
2. In the event of later cancellation or in the event of a no-show, the complete web session fee shall be due for payment.
3. You may appoint someone who takes your place, but must notify us in advance. This notification can be made in writing up to 24 hours prior the web session beginning in text form and must include the full first and last name, email and billing address of the substitute participant.
4. This re-booking shall be free of charge. Naming a replacement participant relieves you from the obligation to pay the web session fee after the substitute participant has paid the web session fee, which would have occurred by a regular binding registration of the replacement participant at time of the re-booking.

### § 6 Cancellation by EAA

1. EAA shall be entitled to extraordinary termination of the contract if the attendee falls into arrears with payment of the attendance fee and payment is also not made by the expiry of a period of grace set for him. The right to extraordinary termination for other reasons shall remain unaffected.
2. EAA shall be entitled to terminate the contract if the minimum number of 15 participants is not reached for the specific web session. Payments already made at such time shall be reimbursed to the attendee. Further-reaching claims of the attendee against EAA shall be ruled out, in particular there shall be no claim to reimbursement of loss of work unless the expenditure originates due to grossly negligent or deliberate conduct on the part of EAA.

### § 7 Deviations in performance

The contents of the programme can deviate from the announcements. EAA shall be entitled to replace announced speakers by others and to make other necessary changes, maintaining the overall character of the web session.

### § 8 Technical requirements

1. Prior to the web session you will receive an email with information to ensure the technical requirements are fulfilled. The preparation of the web session is the responsibility of the attendee and is highly recommended to avoid that a timely and error-free dialing in to the web session is not possible due to lack of or reduced technical conditions.
2. Before joining the web session, make sure your firewall and computer settings support web session participations and a stable internet connection is established.

### § 9 Web session material and copyrights

1. You will receive the final start and end times as well as a confirmation if the web session will finally take place via email.
2. You will receive a registration link to the web session tool and log-in details to the restricted download area including the web session presentation as soon as available and after full payment is received. All log-in details are for registered participants only and shall not be distributed.
3. EAA shall grant the attendee a non-exclusive, non-assignable right of use to web session documents provided to an attendee in a physical or electronic form within the framework of a web session for the purpose of learning. All rights, also those of reproduction and copying of the web session documents or of parts thereof and of making them publicly accessible shall be reserved for EAA.
4. By registering you agree that your name appears on the list of participants.

### § 10 Image and sound recordings

1. EAA shall be entitled to have audio and video recordings of the web session produced and to use and publish them. To the extent necessary, the attendee hereby declares his agreement.
2. Attendees shall not be entitled to make sound or video recordings of the presentations.

### § 11 Certificate of attendance and CPD points

A certificate of attendance will be issued on request if you have participated throughout the whole web session. CPD points will be given only after a full participation at the web session. Please get in touch with your local actuarial association to get further details about the CPD points when needed.

### § 12 Liability and damages

All web sessions shall be prepared and held with the greatest possible care. However, EAA shall not be liable for damage caused by third parties (e.g. platform providers).

## § 13 Miscellaneous

1. The contract shall be governed by the law of the Federal Republic of Germany, ruling out recommitment.
2. The exclusive place of jurisdiction for all disputes from and in connection with the contract to which the present general terms and conditions of business apply shall be Cologne, Germany.

Cologne, September 2019