

Terms and conditions

General Business Terms and Conditions of innovaventures UG (haftungsbeschränkt)

These General Business Terms and Conditions apply for all contracts, deliveries and other performances by innovaventures UG (haftungsbeschränkt), Edelweißstr. 9, 83620 Westerham, Germany, (hereinafter also referred to as "innovaventures"), in dealings with its customers. All and any deviating business terms and conditions of the customer are hereby rejected. innovaventures shall only recognize any such deviating terms and conditions if they have been expressly agreed in writing. The General Business Terms and Conditions consist of General Terms and Conditions (Section I), Special Terms and Conditions for Business Consultancy (Section II) and Training and/or Seminar Arrangements (Section III). The customer is able to download and print the General Business Terms and Conditions under www.innovaventures.com/en/terms-and-conditions/ or to submit a written request by means of an email.

I. General Terms and Conditions of Business

§ 1 General

(1) Business relationships between innovaventures and its customers are governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (UN-Kaufrecht). (2) The exclusive legal venue for all disputes in connection with the present contract is Munich, Germany, if the customer is a trader, a legal entity under public law, a public-law fund or has no legal venue in Germany. innovaventures shall also be entitled to bring legal action against the customer at its general legal venue.

§ 2 Turnover Tax and Payment

(1) Unless otherwise stated, the agreed fees and/or prices are net prices plus value-added tax. (2) Unless otherwise agreed, payment obligations of the customer are due for settlement within 14 days after the invoice date. If a customer is in arrears with his/its payment obligations, innovaventures shall be entitled to insist on damages and/or to withdraw from the contract in accordance with the relevant legal regulations. (3) innovaventures shall always provide the customer with an invoice. Upon the acquisition of documents relating to the online shop, innovaventures shall also be entitled to transmit invoices by email as a pdf-data file.

§ 3 Liability

(1) innovaventures shall be liable for property and legal defects in accordance with the relevant legal regulations. (2) Damage compensation claims extending beyond liability for property and legal defects, may only be enforced by a customer against innovaventures in the event of wilful intent or gross negligence. The aforesaid liability exclusion shall not apply in the event of an impairment to life, body or health or in the event of a breach of major

contractual obligations. The amount of innovaventures's liability shall be limited to typically foreseeable damages when the contract was concluded.
(3) Liability under the German Product Liability Act and other compulsory legal regulations shall remain unaffected.

§ 4 Offsetting and Retention Right

The customer shall only be entitled to exercise a retention right if the relevant counterclaims are recognized by innovaventures or recognized by declaratory judgement. The customer shall only be entitled to exercise a retention right insofar as his/its counterclaim is based on the same legal relationship.

§ 5 Data Protection

(1) The customer is aware and in agreement that personal data required for the execution of the relevant order may be stored by innovaventures on data carriers. The customer expressly agrees with the collection, processing and use of his/its personal data. Personal data stored by innovaventures shall naturally be treated in confidence. The collection, processing and use of personal data relating to the customer shall be effected in accordance with the Federal German Data Protection Act (BDSG) and the Telemedia Act (TMG). (2) With the prior express consent of the customer, personal information may also be used in order to acquire information on products, marketing measures and other services. (3) The customer shall be entitled to refuse to give its consent at any time as far as the future is concerned. In this case, innovaventures shall be obliged to immediately delete all and any personal data relating to the customer. If there are any ongoing contractual relationships, these shall be deleted after they have expired.

II. Special Terms and Conditions relating to Management Consultancy Services

§ 6 Commissioning and Establishment of an Assignment Termination

(1) The assignment, approach, type of working results and compensation shall be specified by means of a written agreement to be concluded between innovaventures and the customer. All and any amendments, supplements or extensions of the assignment specification, the relevant approach and the type of working results must be the subject matter of a written agreement.
(2) The services of innovaventures shall be performed when the necessary analyses and the resulting conclusions and recommendations have been processed and explained to the customer. It is irrelevant whether and when the customer implements the conclusions and/or recommendations.

§ 7 Duties and Obligations of the Customer

(1) The customer undertakes to assist the work to be carried out by innovaventures. In particular, the customer shall gratuitously comply with all prerequisites pertaining to its sphere of operational activities and which are necessary for carrying out the necessary work or services. If the reasonably requested prerequisites are withheld, the customer shall compensate innovaventures for the documented unoccupied time involved separately.
(2) The customer shall undertake not to recruit or commission employees or vicarious agents of innovaventures engaged in connection with the execution of consultancy services within a period of 24 months after the end of their

respective collaboration.

§ 8 Duties and Obligations of innovaventures

innovaventures is obliged to treat all information concerning operational and business secrets of the customer in confidence and shall arrange for a corresponding covenant statement to be signed by its employees and/or vicarious agents upon request. If one of the employees or vicarious agents fails to comply with the aforesaid obligation, innovaventures shall assign the recourse entitlements to the customer which are lodged against the employee or vicarious agent.

§ 9 Protection of Working Results

All reports, plans, designs, summaries and calculations produced by innovaventures may only be used for the contractually agreed purposes. Each and every non-contractual utilization of the aforesaid performances, especially their publication, shall require the prior written consent of innovaventures. This shall also apply even if the work performed fails to comply with special legal rights and, in particular, with the relevant copyrights.

III. Special Terms and Conditions re Training and Workshops

§ 10 Reservation of Training and Workshops Functions

(1) If the customer reserves his/its participation in training and workshops functions through www.innovaventures.com, a contract shall materialize when innovaventures issues a written confirmation of the customer's participation; with the aforesaid confirmation, the registration shall then be binding for both parties. The customer shall receive the invoice immediately when booking the event/seminar/training and when utilizing the services of amiando GmbH also payment will be immediate. (2) In the case of other reservation procedures, e.g. by telephone, email, letter or fax, innovaventures shall forward an offer to participate in the requested training or seminar function which the customer is able to accept in a text form within 1 week. With the aforesaid confirmation by the customer, the registration shall be binding for both parties and the relevant invoice shall then be forwarded to the customer. (3) On account of the limited number of participants - and in the interest of customers - individual applications shall be processed and taken into account in the sequence of their receipt. (4) The trainers engaged by innovaventures for executing training and seminar functions act exclusively on behalf of and in the name of innovaventures during the execution of the training and seminar functions. Within a period of 24 months after the end of the training and/or seminar functions, supplementary, follow-up and new assignments with the trainers shall be executed exclusively through innovaventures.

§ 11 Prices for Training and Workshops Functions, Cancellations and Rebookings

(1) The prices stated in on the innovaventures website apply for participating in training and workshops functions, or individually agreed prices in the case of special company functions, for example. (2) The participation charge is due either immediately (via amiando GmbH) or within 5 days of receipt of the relevant invoice but in all cases before the commencement of the relevant training/workshop. If the participation charge has not been paid by the

commencement of the function in question, participation shall unfortunately not be possible. An early reservation discount shall only be granted if both the reservation and payment are made by the specified dates. (3) Prices include training services, training documents in German or English based on their availability and a midday meal (in the case of daily training sessions) and break beverages unless specified otherwise. The participants will also receive a written participation confirmation and, if the relevant examination is duly passed, a certification deed. Other costs incurred in connection with the training, e.g. accommodation and travelling expenses, shall be borne by the participants themselves. Any non-appearance, or just a temporary participation in a particular function, shall not entitle the participant to reduce the participation charge accordingly. (4) If a participant does not participate in a training or seminar function and if the customer is able to document this by means of a medical certificate, the customer shall be entitled to a gratuitous transfer to a training session with the same course designation on the next available date. No later than 30 days before the commencement date of the function in question, participants shall also be able to submit a written cancellation of their participation in training or seminar functions as follows: - the cancellation is cost-free if it is submitted 30 or more days before the commencement of the function in question; any participation charges already paid shall be reimbursed by innovaventures; - if a cancellation is submitted between the 30th calendar day and the 15th calendar day before the commencement of the function in question, 50 % of the participation charge shall be due; any participation charges already paid shall be reimbursed by innovaventures; - in the event of a later cancellation, the whole participation charge will be levied. (5) A customer may transfer a registration to another member of his company at any time. (6) For a processing charge of € 100.00 plus VAT, a customer shall also be entitled to transfer a registration to one other innovaventures function within the following six months. Any different participation prices shall be duly settled.

§ 12 Execution of Training and Workshops Functions, Non-Acceptance and Cancellation

(1) The function location is stated in the current training specification or in the confirmation letter or, in the case of company functions, in the offer or order confirmation. Any transfers of the training location are hereby reserved. The minimum number of participants is 20 unless otherwise agreed.

(2) innovaventures reserves the right to cancel confirmed functions for organizational or any other important reasons (e.g. in the event of an insufficient number of participants) up to two weeks before the scheduled commencement of the function in question. innovaventures shall, in this case, make every effort to offer alternative sessions. In the event of a rejection or cancellation of a function, e.g. attributable to force majeure, innovaventures shall immediately inform the participants and shall refund the participation charges already paid; no additional claims may be levied.

§ 13 Training Document Copyrights

All copyrights and other proprietary rights relating to training documents, including translations, reprints and duplications thereof, shall remain with innovaventures and its collaborative partners. Without the prior written

consent of innovaventures, no user may reproduce, copy, distribute or publicly disseminate training documents in whole or in part and in any form whatsoever, nor for tuition purposes.

Privacy policy

Acceptance

The materials on this website are provided for general information purposes only. By accessing and browsing the innovaventures website and by using or downloading content from the same you agree and hereby accept the terms and conditions as set forth below.

Liability for Content

While innovaventures has made reasonable efforts to ensure the information on this website is accurate and up to date, all information is provided without any guarantee of completeness, accuracy and timeliness. This also applies to the content of other websites or resources that innovaventures provides links to and has no influence over. Links to third-party websites are provided solely for your convenience and do not imply any approval or endorsement by the company of the linked sites. Thus, innovaventures cannot be held responsible for the content of any linked site or any link contained therein.

Copyright / Intellectual Property

This website is protected by copyrights and is the exclusive property of innovaventures. Any material that it contains, including, but not limited to, texts, data, graphics, pictures, logos is protected under intellectual property law and remains innovaventures' property. You may use this material for personal and non-commercial purposes in accordance with the principles governing intellectual property law. Any other use or modification of the content without prior written authorization by innovaventures is prohibited.

Data Protection

We attach great importance to the protection of personal data. The data we record is stored anonymously in logs which we require for the purposes of optimizing the website usability and ensuring the user security only. We will not process or utilize any of your personal data when you visit our website without your express and prior consent unless required by law.

Use of Cookies

This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. Google uses this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and Internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google.

You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to

the processing of data about you by Google in the manner and for the purposes set out above.