



Conditions of participation for XDi seminars



Conditions of participation

By registering you are willing to accept the following conditions by the XDi - Experience Design Institut (short „XDi“), represented by Stefan Werner Schmitt:

1. Registration

The registration for a seminar must be made in writing or by the registration form. Registrations will be taken into account by the order of their date of receipt. The participant is contracting partner if not mentioned otherwise in the registration. The XDi confirms your registration written via E-Mail or postally if you wish. Special admission criteria for specific activities stay untouched by this. If your registration cannot be taken into account the XDi informs you.

2. Payment conditions

The seminar cost for fee-based courses will be invoiced before the start of the seminar. The billing amount has to be paid at the latest till the date mentioned in the invoice. The payments have to be made independently of a third party's payments. Costs for learning material, tests and exams can be charged separately.

3. Non-utilization of seminar units

The non-utilization of single seminar units does not entitle a discount.

4. Right of cancellation

According to German law (§ 13 BGB) the consumer who registers via letter, fax or online has a legal cancellation right. According to this law a customer is any natural person who does a legal transaction that is not part of his or her job or his or her freelancing activity.

Cancellation policy

Cancellation right

You can cancel the contract in writing within 14 days without giving any reason. The stated period starts after receiving this instruction in written form but not before contract closing and also not before we have fulfilled our information duty according to German law (246 § 2, § 1 paragraph 1 & 2 EGBGB as well as § 312e paragraph 1 sentence 1 BGB & article 246 § 3 EGBGB).

To meet the cancellation deadline it is sufficient to send your cancellation to XDi - Experience Design Institut, Hansaring 88, 50670 Cologne, Germany or to office@xd-i.com.

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Effects of cancellation

In the case of an effective cancellation the mutually received benefits are to be returned and if so derived profits are to be returned. In case you are unable to reimburse us either in total or partially for services received, you are required to offer a compensation of equal value. You might have to fulfill the contractual payment duties for the period before the cancellation anyway. Duties for the compensation of payments must be fulfilled within 30 days. This time period begins for you with the posting of your cancellation, for us with the reception of it.

Special notices

For a service the right of cancellation goes out prematurely if the contract is fulfilled upon express request of both sides before any side has exercised their right of cancellation.

5. Withdrawal

Regarding seminars (meaning events lasting 1 to 5 days with under 50 class hours) you can withdraw beyond the legal requirements if you send a written withdrawal within at least 2 weeks before the seminar starts. Therefor the receipt of the withdrawal is decisive.

If the withdrawal is received later the following fees will be kept or be invoiced:

- 13 to 8 days before the seminar starts: 50% of the original seminar fee
- 7 days of less before the seminar starts: 100% of the original seminar fee

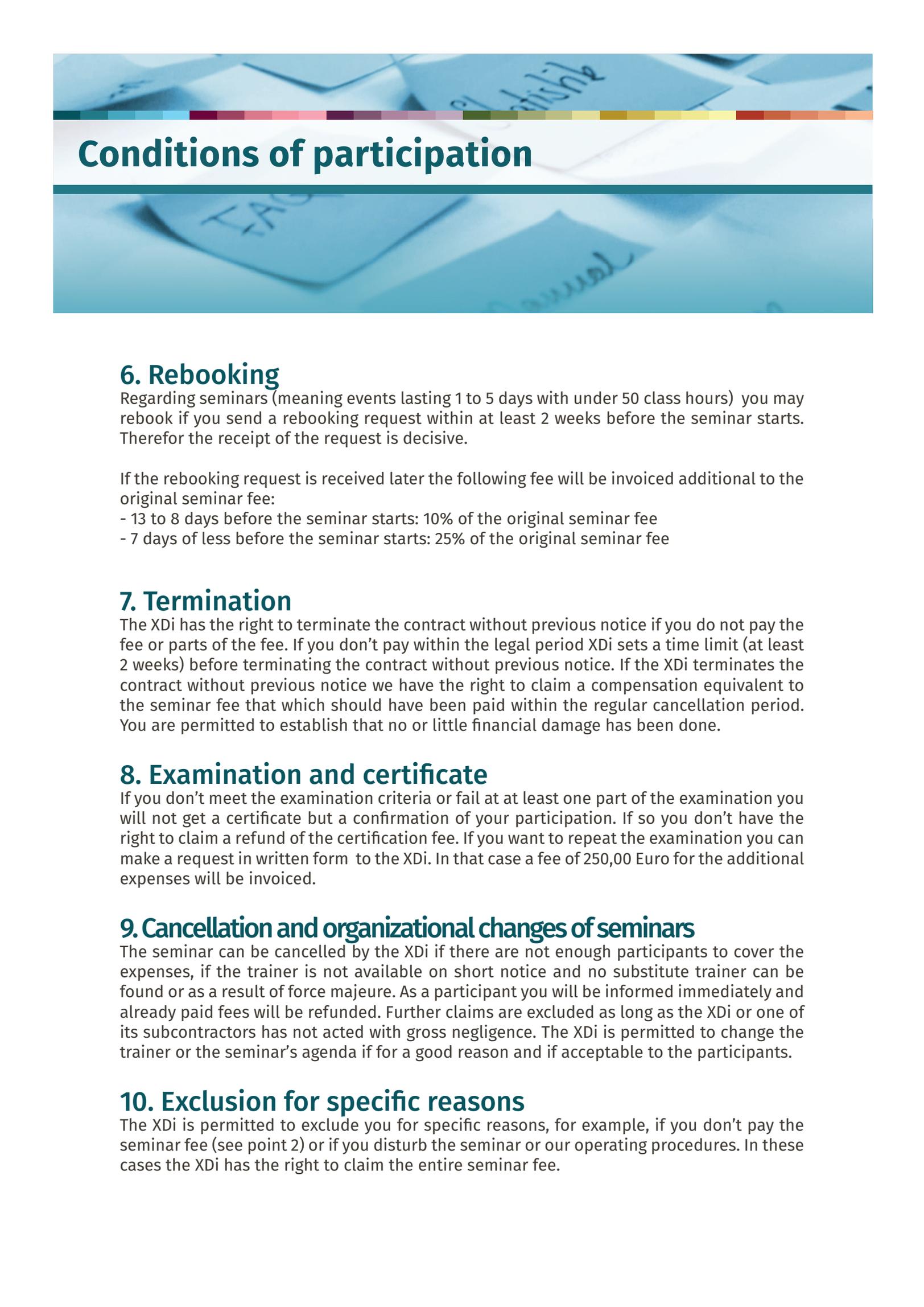
Non-attendance does not release you from your duty to pay the fee. It is possible however to send a substitute participant if he fulfills all selection criteria.

Regarding courses (meaning events with more than 50 class hours, full-time or part-time) the you can withdraw beyond the legal requirements if you send a written withdrawal within at least 4 weeks before the course starts. Therefor the receipt of the withdrawal is decisive.

If the withdrawal is received later the following fees will be kept or be invoiced:

- 27 to 15 days before the seminar starts: 25% of the original seminar fee
- 14 to 8 days before the seminar starts: 50% of the original seminar fee
- 7 days of less before the seminar starts: 100% of the original seminar fee

A withdrawal after the course has started isn't possible. Non-attendance does not release you from your duty to pay the fee. It is possible however to send a substitute participant if he fulfills all selection criteria. This is only possible until the first lesson starts. For all cases named above the you are permitted to establish that no or little financial damage has been done. The terms of withdrawal don't touch the right of cancellation mentioned at point 4.



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6. Rebooking

Regarding seminars (meaning events lasting 1 to 5 days with under 50 class hours) you may rebook if you send a rebooking request within at least 2 weeks before the seminar starts. Therefore the receipt of the request is decisive.

If the rebooking request is received later the following fee will be invoiced additional to the original seminar fee:

- 13 to 8 days before the seminar starts: 10% of the original seminar fee
- 7 days or less before the seminar starts: 25% of the original seminar fee

7. Termination

The XDi has the right to terminate the contract without previous notice if you do not pay the fee or parts of the fee. If you don't pay within the legal period XDi sets a time limit (at least 2 weeks) before terminating the contract without previous notice. If the XDi terminates the contract without previous notice we have the right to claim a compensation equivalent to the seminar fee that which should have been paid within the regular cancellation period. You are permitted to establish that no or little financial damage has been done.

8. Examination and certificate

If you don't meet the examination criteria or fail at at least one part of the examination you will not get a certificate but a confirmation of your participation. If so you don't have the right to claim a refund of the certification fee. If you want to repeat the examination you can make a request in written form to the XDi. In that case a fee of 250,00 Euro for the additional expenses will be invoiced.

9. Cancellation and organizational changes of seminars

The seminar can be cancelled by the XDi if there are not enough participants to cover the expenses, if the trainer is not available on short notice and no substitute trainer can be found or as a result of force majeure. As a participant you will be informed immediately and already paid fees will be refunded. Further claims are excluded as long as the XDi or one of its subcontractors has not acted with gross negligence. The XDi is permitted to change the trainer or the seminar's agenda if for a good reason and if acceptable to the participants.

10. Exclusion for specific reasons

The XDi is permitted to exclude you for specific reasons, for example, if you don't pay the seminar fee (see point 2) or if you disturb the seminar or our operating procedures. In these cases the XDi has the right to claim the entire seminar fee.



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11. Privacy statement

We handle your entire data regarding all relevant data protection regulations. Your personal data will only be saved, forwarded and used for the purpose of organizing your seminar and examination and only if it is necessary. If you give us your data for specific reasons you are permitted to revoke your permission at all times in the future. We also give you information about your personal data free of charge if requested.

12. Liability

The XDi's liability is limited - for whatever reason - to intent and gross negligence including intent and gross negligence of our agents and subcontractors. In the case of a violation of a major obligation we bear liability respective to the degree of our fault. Therefore our liability is limited to predictable and usual damages. The liability stays untouched regarding culpable violation of life, body and health as well as mandatory liability according to German product liability law, willful deception and acceptance of a guarantee.

13. Copyright

Working material as well as computer software are protected by copyright. You are not allowed to copy or forward our material to third parties unless you are permitted by the copyright owner.

14. Place of jurisdiction and fulfillment

If the contract partner is a businessman, legal entity or separate fund under public law the place of jurisdiction and fulfillment is Cologne, Germany.

15. Final clauses

Side agreements have not been made.