

General Terms and Conditions (GTC) for the IntrexX Academy

Status: September 2025

1. Subject matter of the Contract

- 1.1. These General Terms and Conditions ("GTC") apply to all training programmes offered by the IntrexX Academy, in particular for
 - **Classroom-based training courses** (open seminars with fixed dates, bookable via the booking portal), and
 - **Company training courses** (individually agreed training sessions for companies, delivered on site, remotely or at an IntrexX Academy location).
- 1.2. The provider and organiser of all training courses is INTREXX GmbH, Eugen-Martin-Straße 14, 79106 Freiburg, Germany ("INTREXX").
- 1.3. Deviating terms and conditions enforced by the participants or the company shall not apply unless they have been expressly recognised by INTREXX in writing.
- 1.4. The event language for the training courses is German, unless otherwise stated on the booking portal or in the offer.
- 1.5. We have the right to refuse entry/access, both to face-to-face events and digital events.

2. Conclusion of contract

- 2.1. Classroom-based training courses
The content presented in the booking portal does not constitute a legally binding offer, but rather an invitation to place a booking. The contract is concluded upon confirmation in text form by INTREXX.
- 2.2. Company training courses
Following an individual enquiry, the customer receives a written offer. The contract is concluded upon acceptance of the offer by the customer.

3. Participation fees

- 3.1. The participation fee charged for the respective training course is shown in the price details on the booking page (<https://academy.intrexX.com/classroom-training>) or, in the case of company training courses, in the underlying individual offer.

- 3.2. All invoices are in euros. In the case of payment using foreign currencies or means of payment, exchange rate differences and bank charges shall be borne by the customer.
- 3.3. All payments, insofar as participation fees or other costs are charged, are due and payable immediately after invoicing without any deduction, but in any case before the start of the training course, unless a different payment term has been expressly agreed.
- 3.4. If individual services are not utilised through no fault of our own and outwith instances of force majeure, the agreed participation fees shall nevertheless be payable. The customer is only entitled to offset amounts if the counterclaim is undisputed or has been recognised by declaratory judgement.
- 3.5. The prices quoted are net prices plus the applicable statutory value added tax. The applicable VAT is shown separately on the invoice and is to be paid by the customer in addition to the fees, unless the customer is domiciled abroad and a reverse charge procedure applies in accordance with applicable tax law, according to which the VAT is to be paid directly to the competent tax authority by the customer as the recipient of the service. Invoices are issued in euros.
- 3.6. Invoices are sent to the customer by email. The invoice amount must be paid in full to the account specified in the invoice within 10 days of receipt of the invoice. The date of receipt of payment shall be decisive.

4. Scope of services

- 4.1. The scope and content of the training courses can be found in the respective service description on the booking page at <https://academy.intrex.com/classroom-training>
- 4.2. INTREXX reserves the right to make adjustments to the content, methodology and organisation, provided that these do not significantly change the overall character of the training.
- 4.3. There is no entitlement to a specific trainer conducting the training.

5. Withdrawal, rebooking and cancellation

- 5.1. It is no longer possible to cancel the participation registration after conclusion of the contract, unless there is a right of cancellation for consumers, in regard to which we provide separate instructions. Otherwise, the following cancellation regulations apply.
- 5.2. Classroom-based training courses
 - Cancellations up to 28 days before the start of the training are free of charge.
 - For cancellations from 27 to 14 days before the start of the training course, 50% of the participation fee will be charged.
 - For later cancellations or no-shows, the full participation fee will be charged.
 - A substitute participant can be nominated. Rescheduling the booking to an alternative date is possible subject to availability.

5.3. Company training courses

- Cancellations up to 42 days before the start of the training course are free of charge.
- From 41 to 21 days before the start date, 50% of the agreed participation fee will be charged.
- From 20 days before the start date, the full participation fee is due.

5.4. Decisive for the calculation of the cancellation is the receipt of the cancellation by us.

5.5. The right of both contracting parties to extraordinary cancellation for good cause remains unaffected.

6. Cancellation of the event by INTREXX, cancellation by us

6.1. INTREXX reserves the right to cancel training courses for good cause (e.g. illness on the part of the trainer, force majeure, insufficient number of participants).

6.2. If we have specified a minimum number of participants, we may cancel the contract 7 days before the start of the training course or cancel the training if the minimum number of participants specified therein is not reached.

6.3. In this case, any participation fees already paid will be refunded in full. Further claims are excluded.

6.4. We may cancel the contract or refuse the customer access to the event if the agreed participation fee has not been paid or has not been paid in full by the start of the training course at the latest. Conversely, however, we retain the right to payment of the participation fee.

7. Use of the training systems

7.1. INTREXX shall provide cloud-based training systems for the organisation of training courses as part of the Intrex Academy. Access is granted to participants for a limited period of time, exclusively for the duration and purpose of the training course booked.

7.2. Participants are obliged to use the systems exclusively within the scope of the training content. Improper use, in particular the storage of illegal content or attempts to circumvent security mechanisms, is prohibited.

7.3. Participants are not permitted to reproduce and/or publicly reproduce or make publicly accessible the content provided via the training systems, in particular the training material and videos, or to make them available for use by unauthorised third parties or make them accessible in any other way.

7.4. INTREXX accepts no liability for data that participants enter or generate in the training systems. After the end of the training, access will be blocked and all data will be deleted without prior notice.

- 7.5. INTREXX endeavours to ensure that the training systems are available without interruption as far as possible. However, short-term maintenance work, technical adjustments or disruptions may result in temporary restrictions. There is no entitlement to availability at all times.

8. Copyrights and rights of use

- 8.1. All training documents are protected by copyright.
- 8.2. Participants receive a simple and non-transferable licence for their own use.
- 8.3. The documents may not be passed on, reproduced or made publicly accessible.

9. Liability

- 9.1. INTREXX shall be liable, without limitation, in accordance with the statutory provisions in the event of wilful intent and gross negligence as well as damages due to injury to life, limb or health.
- 9.2. INTREXX shall only be liable for simple negligence, irrespective of the legal grounds, in the event of a breach of a material contractual obligation, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contractual partner may regularly rely (so-called cardinal obligations). Liability in the event of a breach of a material contractual obligation shall be limited to the damage typical of the contract, the occurrence of which INTREXX should have reasonably expected at the time the contract was concluded, on the basis of the circumstances known at that time.
- 9.3. Claims due to the breach of contractual or statutory obligations, irrespective of the legal grounds, shall become time-barred 12 months after the injured contracting party has become aware of the circumstances giving rise to the claim, but no later than 3 years after the breach of duty. Grossly negligent ignorance shall be deemed equivalent to knowledge. This shall not apply to damages due to injury to life, limb or health or damages caused intentionally or fraudulently; in these cases, the standard statutory limitation period pursuant to §§ 195, 199 BGB shall apply.
- 9.4. Insofar as INTREXX's liability is excluded or limited in accordance with this, clause 9, this shall also apply accordingly to the personal liability of INTREXX's legal representatives, employees and other vicarious agents.

10. Data protection

INTREXX processes personal data exclusively within the framework of the applicable data protection laws. Further information can be found in the privacy policy on the website.

11. Final provisions

- 11.1. The law of the Federal Republic of Germany shall apply.
- 11.2. If the Customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with these GTC, and the contractual relationship based on them, shall be Freiburg i.Br.