

Allgemeine Geschäftsbedingungen (AGB) für die Intrexx Academy

As of: September 2026

1. Subject matter of the contract

- 1.1. These General Terms and Conditions ("**GTC**") apply to all training offerings of the Intrexx Academy, in particular to
 - **classroom training** (open seminars with fixed dates, bookable via the booking portal), and
 - **company training** (individually agreed training for companies, on-site, remote or at an Intrexx Academy location).
- 1.2. The provider of all training offerings is Intrexx GmbH, Eugen-Martin-Straße 14, 79106 Freiburg ("**Intrexx**").
- 1.3. Deviating terms and conditions of participants¹ or of the company shall not apply unless they have been expressly acknowledged by Intrexx in writing.
- 1.4. The language of the events for the training offerings is German unless otherwise stated on the booking portal or in the offer.
- 1.5. We hold the right of domiciliary authority, both for in-person events and for digital events.
- 1.6. The contract is directed exclusively at entrepreneurs within the scope of Section 14 of the German Civil Code (BGB) and at legal entities under public law.
Consumers within the context of Section 13 BGB are excluded from entering into the contract.

2. Conclusion of contract

- 2.1. Classroom training
The presentation in the booking portal does not constitute a legally binding offer, but an invitation to book. The contract is concluded upon Intrexx's confirmation in text form.
- 2.2. Company training
Following an individual enquiry, the customer receives a written offer. The contract is concluded upon the customer's acceptance of the offer.

¹ To improve readability, these GTC [in the original German] use the masculine form for personal designations and person-related nouns. The corresponding terms apply equally to all genders.

3. Participation fees

- 3.1. The participation fee charged for the respective training is set out in the pricing information on the booking page (<https://academy.intrex.com/classroom-training>) or, for company training, in the underlying individual offer.
- 3.2. All invoicing is carried out in euros. Where payment is made in foreign currencies or by foreign payment instruments, 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 upon invoicing, without deduction, in any event prior to the start of the training, unless a different payment term has been expressly agreed.
- 3.4. If individual services are not used through no fault of ours and outside cases of force majeure, the agreed participation fees shall nevertheless be payable. The customer is entitled to set-off only if the counterclaim is undisputed or has been finally adjudicated.
- 3.5. The stated prices are net plus statutory VAT at the applicable rate. The applicable VAT shall be shown separately on the invoice and is payable by the customer in addition to the fees, unless the customer is established abroad and, under applicable tax law, the reverse charge procedure applies, pursuant to which the VAT is to be accounted for directly by the customer as recipient of the service to the competent tax authority. Invoices shall be issued in euros
- 3.6. and sent to the customer by email. The invoice amount must be paid in full within 10 days of receipt of the invoice to the account specified therein. The decisive factor shall be receipt of payment.

4. Scope of services

- 4.1. The scope and content of the training courses follow from the respective service description on the booking page at <https://academy.intrex.com/classroom-training>.
- 4.2. IntrexX reserves the right to make content-related, methodological and organisational adjustments, provided that these adjustments do not materially change the overall character of the training.
- 4.3. There is no entitlement to delivery by a particular trainer.

5. Withdrawal, rebooking and cancellation

- 5.1. After the contract has been concluded, cancellation of the participation registration is no longer possible, unless a consumer right of withdrawal exists, about which we will provide separate instruction. Otherwise, the following cancellation provisions apply.
- 5.2. Classroom training
- 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, 50% of the participation fee will be charged.
 - For later cancellations or non-attendance, the full participation fee becomes due.
 - A substitute participant may be provided. Rebookings to another date are possible subject to availability.
- 5.3. Company training
- Cancellations up to 42 days before the start of the training are free of charge.
 - From 41 to 21 days before the start, 50% of the agreed participation fees will be charged.
 - From 20 days before the start, the full participation fee becomes due.
- 5.4. The date decisive for calculating the cancellation is the date on which we receive notification of the withdrawal.
- 5.5. The right of both parties to extraordinary termination for good cause remains unaffected.

6. Cancellation of the event by IntrexX; termination by us

- 6.1. IntrexX reserves the right to cancel training for good cause (e.g. illness of the trainer, force majeure, insufficient number of participants).
- 6.2. If we have specified a minimum number of participants, we may terminate the contract seven days before the start of the training and/or cancel the training if the specified minimum number of participants is not reached.
- 6.3. Participation fees already paid will be refunded in full in this case. Further claims are excluded.
- 6.4. We may terminate the contract and/or refuse the customer access to the event if the agreed participation fee has not been paid, or has not been paid in full, at the latest before the start of the training. Conversely, we retain the right to payment of the participation fee.

7. Use of the training systems

- 7.1. For the delivery of the training courses within the scope of the IntrexX Academy, IntrexX provides cloud-based training systems. Access is granted to participants for a limited period exclusively for the duration and purpose of the respective booked training.

- 7.2. Participants are obliged to use the systems exclusively within the context of the training content. Misuse, in particular storing unlawful content or attempting to circumvent security mechanisms, is prohibited.
- 7.3. Participants are not permitted to reproduce and/or publicly perform or make publicly available the content provided through the training systems, in particular the training materials and videos, nor to grant unauthorised third parties use thereof or otherwise make it accessible.
- 7.4. IntrexX assumes no liability for data that participants enter into the training systems or generate there. 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 the most uninterrupted availability of the training systems possible. Short-notice maintenance work, technical adjustments or disruptions may, however, lead to temporary restrictions. There is no entitlement to availability at all times.

8. Copyright and rights of use

- 8.1. All training documents are protected by copyright.
- 8.2. Participants receive a simple, non-transferable right of use for their own use.
- 8.3. Passing on the documents, reproducing them or making them publicly available is not permitted.

9. Liability

- 9.1. In cases of intent and gross negligence, as well as for damage resulting from injury to life, limb or health, IntrexX shall be liable without limitation in accordance with the statutory provisions.
- 9.2. In cases of simple negligence, irrespective of the legal grounds, IntrexX shall be liable only for breach of an essential contractual obligation whose fulfilment is a prerequisite for the proper performance of the contract and on compliance with which the contractual partner may regularly rely (so-called cardinal obligations). In the event of breach of an essential contractual obligation, liability shall be limited to the contract-typical damage foreseeable at the time of conclusion of the contract on the basis of the circumstances known at that time.
- 9.3. Claims for breach of contractual or statutory obligations, irrespective of the legal grounds, shall become time-barred 12 months after the injured contractual party became aware of the circumstances giving rise to the claim, but no later than three years after the breach. Grossly negligent lack of knowledge shall be deemed equivalent to knowledge. This shall not apply to damage resulting from injury to life, limb or health or to damage caused intentionally or fraudulently; in such cases, the statutory limitation periods pursuant to Sections 195 and 199 BGB shall apply.
- 9.4. To the extent that IntrexX's liability is excluded or limited under this Section 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 scope of 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 out of or in connection with these GTC and the contractual relationship based on them is Freiburg im Breisgau.