

1. Applicability

- 1.1 These Terms and Conditions for Online Services (“**TCOS**”) shall apply to all contracts regarding Online Services concluded between the Customer (“**Customer**”) and Energynautics GmbH, Robert-Bosch-Straße 7, 64293 Darmstadt, Germany, registered with the commercial register of the local court of Darmstadt, Germany, under number HRB 95273, represented by the managing directors Dr. Dipl.-Ing. Thomas Ackermann and Dr.-Ing. Eckehard Tröster, Tel.: +49 (0)6151 / 785 81 00 USt-IdNr.: DE209264797, email: info@energynautics.com (“**we**”, “**us**”), unless something else has been expressly agreed in writing. Further information regarding our identity and the contact details can be found in the [imprint](#) of our website www.energynautics.com.
- 1.2 We do not accept deviating or conflicting conditions insofar as we have not expressly agreed to them in writing.
- 1.3 We have at any time the right to and may notify the Customer of any amendments of these TCOS in writing, per telefax or via email. If the Customer does not object an amendment within four weeks after receipt of notification thereof, the amendments shall be deemed as accepted by the Customer, unless material stipulations of the contractual relationship (such as the nature, scope, term and cancellation) are concerned. The Customer shall be separately informed of his right of objection and the legal consequences of an objection in the case of an amendment of the TCOS.

2. Scope of Online Services

- 2.1 Subject to prior registration with our online order system at <https://www.conference-service.com/hybridworkshop2021/welcome.html>, we provide fee-based or free of charge access to and participation in virtual seminars, tutorials, workshops or conferences (collectively “**Event**” or “**Events**”) organized by us over the internet via our video conference platform as well as a video on demand service (collectively “**Online Services**”). Specific Online Service-Packages for specific Events and/or our video on demand archive available for the Customer at the respective time of ordering are precisely defined on our conference website: <https://hybridpowersystems.org/> and in [this overview document](#). We reserve the right to remove certain content from the video on demand archive for legal reasons and/or to exclude certain regions from the offer of streaming services for legal reasons.
- 2.2 The fees for the Online Services cover the costs for the speaker’s fee, the organization and proceedings of Online Services, license costs for the conference software and the digitally provided Documents. The provision of internet access that is necessary for the use of the Online Services shall not be subject to the contract between the Customer and us.

3. Registration and Online Order Procedure

- 3.1 Registration is effected by means of internet-enabled devices at <https://www.conference-service.com/hybridworkshop2021/welcome.html>. Only natural persons of full legal capacity shall be eligible to register. A claim for registration and admission to our Online Services does not exist.
- 3.2 The registration has to be made by filling out the fields in the online registration form. The complete input can be reviewed on the summary page that will open up after completing the first page of registration. To correct input errors click on the tab “Your Order” on the top of the registration form. The registration process can be cancelled by simply closing the browser window.
- 3.3 Customers registering for discounted fees such as Student, Speaker or Poster must provide proof of their respective status:
 - 3.3.1 Students are requested to upload a copy of their student ID card valid at least until the day of the Event registered for or send it via e-mail or fax.

- 3.3.2 Speakers and Poster presenters need to enter at least one of their submission-ids in the respective text box. Only one Speaker or Poster can register per accepted and confirmed submission ID for Speaker or Poster presenter fee.
- 3.4 For ordering Online Services the Customer must electronically fill out the registration form on our registration system and electronically send it to us. The information required for registration and ordering shall be complete and truthful. When submitting the completed registration form, the Customer accepts these TCOS and declares her/his consent to our right to make video recordings and images of the Customer during the performance of Online Services as contained in her/his separate [Declaration of Consent](#).

4. Data and Data Protection

All personal data provided by the Customer during the registration and order process (Title, name, address, date of birth, email-address, telephone number, telefax number, bank details, credit card details, etc) will only be collected, processed and stored by us pursuant to the German data protection law. For more information on data protection please see our [privacy policy](#).

5. Conclusion of Contract, Contract Language

- 5.1 The presentation of the available Online Services, Online Service-Packages and Events in our online order system does not constitute a legally binding offer, but merely an invitation to place orders (*invitatio ad offerendum*).
- 5.2 In our online order system, the Customer can select individual Online Services or Online Service-Packages for booking. The Customer may edit, modify or delete her/his selection of Online Services or Online Service-Packages at all times before the “Purchase now and proceed to credit card payment” or Purchase now and pay by bank transfer”-buttons are clicked.
- 5.3 By clicking „Purchase now and proceed to credit card payment“ or “Purchase now and pay by bank transfer” in the last step of the order process, the Customer submits a binding offer for booking of the specific Online Services or Online Services-Packages listed in the order overview. After submitting the order, the Customer can see her/his order confirmation in her/his account, which however does not yet constitute the acceptance of her/his contract offer. A contract comes into existence between the Customer and us as soon as we accept the order and/or booking by means of a separate email.
- 5.4 The exclusive language available for the conclusion of the contract shall be English. Translations of these TCOS into other languages are for information only. In the event of contradictions between the English text and the translations, the English text shall prevail.

6. Payment Conditions

- 6.1 The fee for the ordered Online Services or Online-Service-Packages has to be paid in advance and is due immediately after placing the order. The payment can be made via bank transfer or by credit card via our payment provider.
- 6.2 The Customer may only set off claims against our payment claim if her/his claims are undisputed by us or have been determined without further legal recourse. The Customer may only refuse the performance owed by her/him (right of retention) if she/he claim that is due against us under the same legal relationship as the one on which your obligation is based.

7. Access to our Online Events, Availability, Technical Requirements

- 7.1 For the access to our Online Services/Events, we will send the Customer links by email – in any case prior to the beginning of the selected Event – which enables the Customer to log in to the platform of the specified conference software and/or our video on demand

archive. The devices and system requirements needed for the use of the Online Services are listed at <https://support.zoom.us/hc/en-us/articles/201362023-System-requirements-for-Windows-macOS-and-Linux>.

7.2 We always endeavor to ensure the proper operation of the conference and video software and technical equipment used for the implementation of the Online Services, but do not guarantee uninterrupted availability. If a technical service malfunction within our responsibility results in the Customer's inability to use the Online Services according to these TCOS and the selected Online Service-Package or if the possible use is considerably affected, we offer the following compensation ("**Replacement Services**"):

7.2.1 If live streaming is not possible for technical reasons, we shall provide the Customer with the respective recording as a video on demand later on.

7.2.2 In case of a malfunction when streaming video on demand, we shall enable the Customer to access the respective Online Services later on.

If the Replacement Services failed, the Customer's right to revoke the agreement on the selected Online Services or to reduce the fee remains unaffected.

7.3 In case of the Customer's inability to use Online Services, which are provided by us free of charge, due to a technical service malfunction within our responsibility, the Customer shall not be entitled to Replacement Services or any other compensation.

8. Rights of Use

8.1 The content of the Online Services including all texts, images, graphics in any working papers and documentations (collectively "**Documents**") provided by us as part of the Online Services is protected by copyright and may not be reproduced or made publicly accessible in whole or in part without our consent.

8.2 The access data to our Online Services shall only be used by the Customer who has registered and ordered the selected Online Services or Online Service Packages and shall kept secret by her/him. The Customer may not pass the access data on to any third party. The Customer is obliged to inform us without undue delay, if she/he becomes aware that the access data to the Online Services has been misused.

8.3 The Documents to the selected Event are available as a one-time download to an Internet-capable terminal for the own purposes of the Customer. The download and use of the Documents is limited to the registered Customer. Any commercial distribution, in particular the sale, rental, leasing or lending of Documents is not permitted.

8.4 The Customer shall be liable for all damages caused by a third party using her/his access data to Online Services, if and to the extent that the Customer is held responsible for this abuse. The Customer shall bear the burden of proof that she/he is not responsible for any abuse of her/his access data to the Online Services by third parties.

8.5 In the event of substantial breaches of the Customer's duties of care as defined herein we may (temporarily) block the Customer's access to the Online Services. The Customer will be informed thereof by email.

9. Cancellation of the Event

9.1 We are entitled to cancel the Events for good cause, in particular, if key lecturers fall ill or are prevented otherwise or if the minimum number of registered participants as indicated in the booking description of the individual Event is not reached. In this case, we shall, if feasible, suggest a replacement date. If the Customer declares to us in text form upon notification that she/he does not wish to participate in the Event at the replacement date or the cancelled Event cannot be staged at a replacement date, the amount already paid by

the Customer for the respective Event shall be refunded. Cancellation of the Event and, as the case will be, the date of a replacement Event shall be communicated as soon as possible.

- 9.2 In case of cancellation of an Event which is provided by us free of charge, the Customer shall not be entitled to a rerun of the cancelled Event at a replacement date or any other compensation.
- 9.3 We shall only be liable for damages incurred by the Customer as a result of a cancellation of an Event under the conditions and within the limits of the provisions under Sec.11.

10. Right of revocation and of withdrawal

- 10.1 If the Customer is a consumer, she/he has the right to revoke her/his declaration of intent that is necessary for the conclusion of the contract regarding the Online Services or Online Service Packages. Information regarding the terms of the declaration of the revocation and the legal consequences of the revocation are contained in a [separate cancellation policy](#), which is expressly referred to. The right of revocation terminates as soon as we have begun to deliver the Online Services.
- 10.2 Subject to Sec. 7.2 and Sec. 10.1, there is no possibility of withdrawal or cancellation. This shall not affect the right to terminate the agreement on the selected Online Services for good cause.

11. Limitation of Liability

- 11.1 We shall be liable without limitation for damages due to intent or gross negligence on our part or any persons whom we use to perform our obligations. To the extent the breach of the contract on Online Services is unintentional, our liability shall be limited to typically foreseeable damages at the conclusion of the contract, for ordinary negligent breach of such duties arising from the contractual relationship that make the proper performance of the contract possible in the first place, the observance of which the Customer may regularly rely on and the violation of which puts the intended purpose of the contract at risk (material contractual duties). Any liability not expressly provided for above – including the liability for persons employed in performing an obligation and vicarious agents – shall be disclaimed.
- 11.2 The exclusions of liability agreed upon in Sec. 11.2 do not apply in case of injuries of life, body and health. The liability pursuant to the product liability law remains unaffected.
- 11.3 Based on the current state of art, data communication via internet cannot be guaranteed to be error-free and/or available at any time. We are not liable for constant and continuous availability of our online trading system.

12. Final Provisions

- 12.1 Any changes and supplements to the TCOS shall require text form (in writing, no signature required, e.g. email, fax) to be effective. This shall also apply to the text form requirement itself.
- 12.2 The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 12.3 Where legally permissible, the Venue of performance shall be Darmstadt (Germany) and the courts of Darmstadt (Germany) shall have exclusive jurisdiction for all disputes in connection with these TCOS and any contract based thereon.
- 12.4 Should any provision of the TCOS, or any provision subsequently incorporated therein, be or become null, invalid or unenforceable in whole or in part or should the TCOS be found to be incomplete due to an omission, this should not affect the validity of the balance of the provisions. The applicability of § 139 Bürgerliches Gesetzbuch (German Civil Code) shall be excluded.