

Participation Conditions

(as of: July 2018)

The Fraunhofer Institute for Applied Information Technology FIT is a constituent entity of the Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., Hansastraße 27 c, 80686 Munich (hereafter Organizer).

1. For the training procedure as well as the examination in the field of Usability Engineering only these Participation Conditions apply. Terms and Conditions of the Applicant or a third party are not accepted even if the Organizer does not expressly reject.
2. The participation fee includes participation in the training program, the course material, hospitality during breaks and on certain evening events as well as the costs for the examination. Expenses for journey and accommodation are not included.
3. The training and examination is held in English. Sufficient knowledge of the English language is required for participation.
4. The Applicant has the possibility to apply for consideration of special needs. The application for the consideration of special needs may be submitted informally to the certification authority.
5. Full payment of the participation fee must be made before commencement of the examination.
6. The Applicant is entitled to rescind the contract under the following conditions:

Rescission must be declared in writing. Depending on the time of rescission, the Organizer may charge a handling fee.

In the event of rescission the following fee will be invoiced or retained:

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| ■ from the date of application until 29 days before the start of the event: | 250 € handling fee |
| ■ 28 – 15 days before the start of the event: | 25% of the examination fee |
| ■ 14 - 8 days before the start of the event: | 50% of the examination fee |
| ■ from 7 days before the start of the event: | 100% of the examination fee |

- a) The Applicant may provide proof that no damage has been incurred or that the damage is significantly lower than the demanded fee.
- b) The blanket handling fee shall not apply if the lump sum exceeds the damage expected according to the usual course of events or the usually occurring impairment.

In such cases a) and b) only the actually occurred damage or impairment will be charged as handling fee.

No fee is charged if the Applicant provides a replacement. The change of registration shall be made in writing by the original Applicant who remains liable to pay the rescission fee to the Organizer until the change of registration is successfully completed.

7. If the Applicant is deemed a Consumer in accordance with § 13 BGB (German Civil Code) he/she is entitled to revoke his/her application within 14 days in accordance with § 312 g BGB (German Civil Code), which takes precedence over provision 6.
8. Unless marked otherwise, any material handed out is protected by copyright; duplication – except for personal, non-commercial use – as well as any form of publication without prior written consent of the Organizer is prohibited.
9. The Organizer excludes all liability for any damages to or loss of any items brought in by the Participants.
10. The Organizer, its legal representatives and vicarious agents are liable only for willful intent and gross negligence. This extends to non-contractual claims. The limitation of liability does not apply to damages resulting from injury to life, body or health or breach of a material contractual obligation or from willful intent.
11. During the stay on the Organizer's premises, the Participant is subject to all applicable order and safety regulations.
12. German law applies with the exclusion of the UN CISG. The place of performance for services of Fraunhofer is Sankt Augustin, Germany. The place of fulfilment for payments by the Applicant is Munich, Germany.
13. Additions, modifications or amendments must be made in writing. The invalidity or unenforceability of any provisions of these Participation Conditions do not affect the validity or enforceability of any other provision of these conditions, which remain in full force and effect. The same applies in case of an omission.
14. The Organizer reserves the right to modify or amend these Participation Conditions at any time.