

Terms and conditions for training

Final version, Vienna on 1.07.2019

Conditions - For the provision of services in training, consulting and coaching for open Training of individuals and closed corporate training. These conditions apply between the SparxSystems Software GmbH ("SparxSystems") and the respective customer. Services are divided into the following types of training:

Definition Public Training

Is a training with attendees from different companies which will take place in rooms owned or rented by SparxSystems

Definition InHouse Training

Is a training that will be held for employees of one company and will predominantly take place in rooms provided by the client. Dates, contents, scope and training venue will be individually arranged with the client.

The training fees include: the training in rooms provided by SparxSystems or through the clients and the issue of a certificate as a certificate for Training visit. The provision of training accompanying documents are included in the cost of the Public training. Regarding In-house training documents will be charged separately.

Training fees / cancellation Public Training

Cancellations must be made in written Form to SparxSystems. The cancellation fees are:

- Up to 11 Calendar day before the training: 0%
- of 10 Calendar day until two workdays before the training: 50%
- from the day before the training or if no timely written cancellation is done: 100%

To avoid a cancellation without charge, a substitute participant can be designated. The training fees are payable in full immediately upon receipt of invoice, unless other payment terms are stated on the invoice.

Cancellation / postponement due SparxSystems

The execution of a public training always requires a minimum number of participants. Training in where the minimum number of participants is not reached, up to ten calendar days before the training ,can be cancelled by SparxSystems. Therefore, it is recommended that the planning of arrival is postponed until after the reception of the confirmation of course registration. SparxSystems also reserves the right, to cancel or postpone the training due to organizational reasons, such as failure to meet the minimum attendance number or illness of the trainer . In such cases, the participants are informed immediately.

If a training due to illness of the trainer, in case of a InHouse training has to be cancelled, the travel and accommodation costs from the Trainer are paid by SparxSystems.



Training fees / cancellation InHouse Training

Cancellations must be made in writing to SparxSystems. The cancellation fees are:

- Pre-booked travel and accommodation costs to 100%
- from 10 Calendar day until two workdays before the course begins 50% of the daily fees
- from the day before the training or if no timely written cancellation is done 100%.

Disclaimer

Upon Failure of a training due to not achieving the minimum number of participants, illness of the trainer, force majeure or other unforeseen events there are no claims for execution of the training, refund of expenses incurred nor refund of non-productive time

. Liability for damages and indirect damages, including loss of profits or damages to third parties are excluded.

Copyright / Privacy

Training documents or parts of it must not be copied or reproduced without permission of SparxSystems, nor be reprinted, translated, or transferred to third parties. The participant agrees to the Copyright protection and the confidentiality agreement, according to the total contract used in the training Software and not to make any unauthorized copies.

In addition SparxSystems is liable for damages to done by SparxSystems only so far as they were intent or gross negligence.

Final Provisions

The legal invalidity of one or more provisions of this contract shall in no way affect the validity of the remaining provisions. The same applies to the case of incompleteness.

Jurisdiction is Vienna.