

# General Terms and Conditions Rail. S e. V.

## § 1 Scope

- (1) These General Terms and Conditions (hereinafter referred to as GTC) apply to all contracts concluded between Rail.S e.V. (hereinafter referred to as Rail.S) and the customer. Upon conclusion of the contract, the customer bindingly accepts these GTC, regardless of whether the customer actually takes note of them. The GTC take precedence over any terms and conditions of the customer. Conflicting terms and conditions of the customer shall not become part of the contract even without express objection, unless Rail.S agrees to them in writing in individual cases.
- (2) The regulations apply regardless of whether the customer is a consumer according to § 13 BGB (German Civil Code) or an entrepreneur according to § 14 BGB.
- (3) The General Terms and Conditions in the version valid at the time of the conclusion of the contract shall apply.
- (4) At the time of conclusion of the contract, the customer assures to be legally competent without restrictions or to have the consent of the legal representative.
- (5) The contract language is German.

## § 2 Conclusion of contract

- (1) The advertised events on the websites [www.rail-s.de](http://www.rail-s.de); [www.acrps.info](http://www.acrps.info); <http://www.dcrps.info> (hereinafter only “website”) or on other analog or digital advertising media do not constitute a binding offer to conclude a contract. The customer is invited by the advertised events to submit an offer for the conclusion of a contract to Rail.S by booking participation.
- (2) The customer may submit the offer to conclude a contract via the website, unless otherwise stipulated in the event description. In the case of booking via the website, the customer is automatically forwarded to an external registration and login tool (hereinafter referred to as the login tool), which must be used for registration. The registration steps as well as the information required for this can be found in the registration tool.
- (3) The submission of the offer by the customer constitutes a binding offer. The acceptance of the offer by Rail.S takes place
  - a. in case of registration via the registration tool upon receipt of the binding confirmation of participation,
  - b. in case of payment in advance after receipt of the invoice,
  - c. in the case of registration by e-mail and unless the payment method prepayment was chosen, upon receipt of the explicit confirmation of participation.
- (4) The confirmation of participation and the invoice can be sent to the customer in text form, unless otherwise agreed.

- (5) The customer is informed that Rail.S sends two e-mails to the customer, provided that the offer is submitted by the customer by e-mail. In the first e-mail by Rail.S, the receipt of the offer is merely confirmed and does not yet lead to a conclusion of the contract.
- (6) The customer is informed that participation in the event is only possible if the participation capacity has not yet been reached. The registration cannot be completed successfully if this capacity has already been reached.

### **§ 3 Scope of the event; language of the event; audio equipment**

- (1) The scope of the event as well as the duration of the event result from the respective event description on the website. The arrival and departure as well as a possible overnight stay are not part of the subject matter of the contract and will not be organized by Rail.S either. In case of cancellation of the event, travel and accommodation costs will not be reimbursed. Reference is made to § 7.
- (2) The customer is informed that the cost of travel to and from the event and the cost of accommodation are not included in the price.
- (3) The event language is German. If a translation into English is offered by means of audio equipment, this will result from the event description. A translation into other languages will only be provided if this is announced in the event description. The customer has no right to the translation, unless this is offered in the event description. The customer is informed that the interpreters who discuss the audio equipment are not native speakers.
- (4) The audio devices offered for the purpose of translation are rental devices. The customer has to return them to Rail.S or to a third party authorized by Rail.S immediately after the end of the event. In case of failure to return the equipment, a fee in the amount of the replacement value shall be due. The customer is entitled to prove that the damage incurred is lower.
- (5) Rail.S reserves the right to hold the face-to-face event as an online event in case of official restrictions. In this case, there is no right to cancel the contract. Reference is made to §§ 8, 9.
- (6) In case of cancellation of the event by Rail.S, Rail.S will immediately inform the customer via the contact details provided and refund the participation fee. Further claims are excluded, reference is made to § 9.

### **§ 4 Commissioning of third parties**

- (1) Rail.S is entitled to engage third parties for the provision of services.
- (2) The customer is informed that no contractual relationship is established between him and the third party.

### **§ 5 Obligations of the customer to cooperate**

- (1) The customer is obliged to provide complete and correct information within the scope of the registration.
- (2) The customer is obliged to comply with any house rules of the venue.

- (3) If an officially prescribed hygiene concept is necessary or if other requirements by the legislator or the authorities are to be complied with, the customer will be informed of this in due time. Compliance with the hygiene concept and/or the statutory or official requirements within the scope of the event are binding.

#### **§ 6 Prices, Terms of Payment; Value Added Tax**

- (1) The prices for the event are basically net prices plus VAT and result from the event description on the website or other advertising media.
- (2) Payment is generally made in advance or by credit card, unless otherwise agreed or offered. In the case of payment in advance, the respective amount is due and payable immediately.
- (3) If the customer is an entrepreneur, he shall only be entitled to a right of retention if the claim is undisputed or has been legally established.
- (4) If, in the context of cross-border services, the customer is of the opinion that no VAT is to be paid in Germany, e.g. due to the reverse charge procedure, he has to inform Rail.S of this fact when registering the event, stating all necessary details.
- (5) If a calendar payment deadline has been agreed and the customer does not comply with this deadline, the customer shall automatically be in default without a reminder. In the event of default on the part of the customer, the statutory provisions shall apply.
- (6) The customer is advised that if payment is not made on time, access to the event may be denied unless a payment option is offered at the venue.

#### **§ 7 Premature termination of the contract, cancellation fees, change of name**

- (1) If the customer is a consumer and has a right of revocation, he can revoke the contract within 14 days after conclusion of the contract without giving reasons. Reference is made to the cancellation policy for consumers in the **appendix**.
- (2) Rail.S reserves the right to cancel the event due to an insufficient number of participants if at least 50% of the places to be allocated have not been occupied one month before the start of the event. Reference is made to § 9. Rail.S will inform the customer about this immediately.
- (3) The termination options of the contract result from the respective event description. If nothing is regulated in the event description, § 7 para. 4 - 6 of these GTC shall apply.
- (4) If the customer is a businessman or acts commercially, a cancellation free of charge is possible up to six weeks before the event date.
- (5) If the customer is a consumer, a cancellation free of charge is possible up to two weeks before the event date. The right of cancellation according to § 7 para. 1 is not affected by this.
- (6) If the customer cancels the contract outside the time limits of § 7 paragraph 4 or paragraph 5, Rail.S is entitled to claim the participation fee minus the saved expenses.

- (7) The customer is informed that the participation in the event is personalized. A name change less than two weeks before the event date is possible for a processing fee. The processing fee will be charged if it is reasonable in terms of reason and amount. The customer is free to prove that the fee is unreasonable in reason and/or amount. A name change more than two weeks before the event date is free of charge. The foregoing shall only apply unless otherwise stated in the event description.

#### **§ 8 Exclusion of warranty**

- (1) Rail.S reserves the right to make necessary changes to the event program, provided that the overall character of the event is maintained and provided that this is reasonable for the customer. This concerns in particular the exchange of the speakers, the change of the event location. These changes do not constitute a defect.
- (2) The customer is advised that the change of a face-to-face event into an online event does not constitute a defect and does not justify any further warranty claims, provided that the character of the event remains the same and this is reasonable for the customer.
- (3) The customer is advised that compliance with a hygiene concept, in particular the wearing of a mask, does not constitute a defect.

#### **§ 9 Liability**

- (1) Rail.S is not liable for damages caused by force majeure, strike, riot or interruption of operations or closure of operations through no fault of its own, official orders, pandemics, epidemics or war.
- (2) Insofar as a damage of the customer was caused by slight negligence, Rail.S is liable to a limited extent: In this respect, the liability exists only in case of violation of essential contractual obligations and is limited to the amount of typical damages foreseeable at the time of conclusion of the contract. Essential contractual obligations are those whose fulfillment enables the proper execution of the contract in the first place and on whose compliance the contractual partner regularly relies and may rely.
- (3) Rail.S is not liable for impossibility occurring by chance during the delay, unless the damage would have occurred even in case of timely performance.
- (4) The limitation of liability is excluded, if Rail.S fraudulently conceals a defect, if it is a matter of injury to life, body or health, as far as this injury was caused intentionally or by gross negligence, as well as in case of liability under the Product Liability Act.
- (5) The customer is informed that Rail.S can be the promoter or organizer of the events. The execution of the event and preparation of the event content is the responsibility of qualified speakers. Rail.S assumes no liability for the correctness, topicality and completeness of the event content, the event documents and the usability for professional or personal purposes of the participant.
- (6) The customer is advised that a no-show at the event will not result in a refund claim.

#### **§ 10 Copyrights, image, video and sound recordings**

- (1) The conference documents of the events are protected by copyright. The customers are exclusively granted a simple, non-transferable right of use for personal use. In particular, customers and third parties are not permitted to modify the content or editorial content of the conference documents - even in part - or to use modified versions, to copy them for third parties, to make them publicly accessible or to forward them, to post them on the Internet or other networks, whether for a fee or free of charge, to imitate them, to resell them, or to use them for commercial purposes. Any copyright notices, marks or trademarks may not be removed.
- (2) The customer is not allowed to make picture, sound and/or video recordings of the event during the event, unless Rail.S has given its consent in text form.
- (3) The customer is informed that Rail.S will make picture, sound and/or video recordings during the event and publish them in the context of livestreams, press releases and/or on its own website and/or on the website of the co-organizer. By participating in the event, the customer agrees to the use of the recordings.

#### **§ 11 Final Provisions; Severability Clause**

- (1) The law of the Federal Republic of Germany shall apply exclusively to contractual and other business relations. If the contracting party is a consumer, mandatory protective provisions of the law of the state in which the contracting party has its habitual residence shall remain applicable.
- (2) Should individual provisions of the General Terms and Conditions or individual agreements of the contract be invalid, the validity of the remaining provisions shall not be affected. The invalid provisions shall be replaced by the statutory provisions.
- (3) If the contractual partner is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from the contractual relationship shall be Dresden. The same shall apply if the contractual partner does not have a general place of jurisdiction in Germany or an EU member state or if no place of residence or habitual abode is known.

Dresden, May 20, 2022

## Appendix: Cancellation policy

### Right of withdrawal:

If the customer is a consumer according to § 13 BGB or a natural person who concludes a legal transaction for a purpose that can predominantly be attributed neither to his commercial nor to his independent professional activity, he shall have a right of revocation according to § 312g in conjunction with § 355 BGB if the order is placed outside the contractor's business premises or exclusively via distance selling.

The right of withdrawal does not apply to contracts regarding the delivery of goods that are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer. Furthermore, the right of withdrawal does not apply to the delivery of goods that can spoil quickly; that are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery; if the goods have been inseparably mixed with other goods after delivery due to their nature. Otherwise applies:

### Cancellation policy

If you have a right of withdrawal, you can revoke the contract without giving any reason. The revocation period is 14 days from the day of the conclusion of the contract. To exercise your right of withdrawal, you must inform us (contact details below) by means of a clear declaration (e.g. by mail or e-mail) of your decision to withdraw from this contract. For this purpose, you can use the attached sample withdrawal form.

To meet the deadline, it is sufficient if you send the notification of the exercise of your right of withdrawal before the expiry of the aforementioned deadline.

### The revocation is addressed to:

In case of written revocation:	Rail.S e. V. Office Kramergasse 4 01067 Dresden, Germany
In case of revocation by e-mail:	info@rail-s.de
In case of revocation by phone:	+49 (0) 351 497 615 989
In case of revocation by fax:	+49 (0) 351 497 615 99

Consequences of revocation:

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs, without delay and at the latest within 14 days from the day on which we received the notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you. In no case will you be charged for this repayment.

If you have requested that the performance should commence during the revocation period, you shall pay us a reasonable amount corresponding to the proportion of the performance already rendered up to the point in time at which you notify us of the exercise of the right of revocation with regard to this contract compared to the total scope of the performance provided for in the contract.

# Cancellation form

If the already concluded contract is to be revoked, please fill out this form and return it to us.

Rail.S e. V.

Office

Kramergasse 4

01067 Dresden, Germany

I/we hereby revoke the contract concluded by me/us for the following event:

---

---

---

---

---

---

registered on \_\_\_\_\_

First and last name \_\_\_\_\_

Address \_\_\_\_\_

Phone number \_\_\_\_\_

\_\_\_\_\_  
**Place, date**

\_\_\_\_\_  
**Signature**