

REGISTRATION FORM CESGA®



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PERSONAL MEMBERSHIP IN **DVFA E.V.**

Further information on DVFA membership can be found on the Internet at: www.dvfa.de/mitaliedschaft.



TERMS AND CONDITIONS OF DVFA GMBH

1. Scope of Agreement

These General Terms and Conditions for Participants apply to participation in all Events, including certificate programmes and workshops, as well as seminars, symposia and conferences (Other Events) and eSeminars offered by DVFA – Deutsche Vereinigung für Finanzanalyse und Asset Management GmbH, together with the individual registration form, online registration or registration via the Shopping Cart on the DVFA website, and the accepted Contract.

2. Registration

2. Registration
2.1 The registration form must be filled out with the relevant information, signed and sent to DVFA. Written registration may be sent by Post or fax – or in the case of Other Events and eSeminars, also via the relevant online registration form or the Shopping Cart. Registration constitutes a binding statement of intent on the part of the Participant or, in the case of registration by the employer, the Participant's employer, to enter into a Contract for participation in the DVFA Event specified in the registration form; upon signing, registration is binding for the Participant or the Participant's employer. DVFA shall confirm receipt of the binding registration (Confirmation) in writing or via e-mail. Event registration is then subject to acceptance of the registration by DVFA.
The DVFA shall state in writing or via e-mail its acceptance of the Participant to the relevant Event (Acceptance Statement).

- 2.2 By sending the registration, the Participant and, as applicable, the Participant's employer expressly acknowledge these General Terms and Conditions for Participants. These General Terms and Conditions for Participants. These General Terms and Conditions for Participants apply equally to members and no members of DVFA Deutsche Vereinigung für Finanzanalyse und Asset Management e.V. - to the extent not otherwise specified in writing.
- 2.3 Ancillary agreements in conjunction with these General Terms and Conditions shall only be valid and effective if they have been set forth in writing between both parties. Unilateral reservations or preconditions in relation to the registration are expressly excluded from the Contract.

3. Scope of Performance

- **3.1** The scope of contractual performance is specified in the individual information material relating to the relevant Event and the additional details included in the registration form.
- 3.2 If, at the time of registration or acceptance, the time and place of individual Events have not been definitively stated in the informa-tional material or registration forms, DVFA shall announce said data in due time prior to the Event.
- 3.3 In the case of digitally provided content, error-free reproduction may be subject to the recipient's access to adequate technical infrastructure (details specified, as necessary, in the individual Product Descriptions duct Descriptions)

4. Changes

- 4.1 DVFA reserve the right to change Event programmes to the extent necessary, provided this does not detract from the subject matter of the Event, and to appoint substitute instructors in cases of emergency, DVFA shall inform Participants of any changes in due time prior to the Event.
- 4.2 Holding of individual Events is contingent upon registration of a minimum number of Participants. If the minimum number of Participants is not reached, DVFA is entitled to postpone the Event date or cancel the Event. DVFA shall immediately inform Participants in the case of Event postponement or cancellation, providing the date of the postponed Event or refunding any fees paid, as the situation
- **4.3** DVFA is entitled to change the venue of an Event, in which case it shall immediately inform the Participants.
- **4.4** If individual lesson hours cannot be held, the Participant shall have no claim to a replacement of the cancelled hour or reimburse-
- 4.5 In the event that an Event is cancelled in its entirety because an instructor is unable to attend, DVFA shall endeavour to offer a replacement date. If the Participant is unable to attend at the replacement date, this shall result in a claim to full or partial reimbursement of fees paid.

5. Examination Rules

Examinees are subject to the version of the Examination Rules in force at the time of the examination..

6. Payment Terms

6.1 DVFA shall receive the fees stated in the registration form. The Event fees are in each case subject to additional value added tax (VAT) in the statutory amount.

- **6.2** Event fee payment is due upon receipt of the related invoice, and payable within the period stated therein.
- **6.3** If the Event in question is a distance learning course, then the Event fee shall be invoiced in instalments; the number of instalments is calculated as the minimum duration of the course (in months) divided by three (3), rounded upward.
- **6.4** Receipt of Event fee payment by DVFA is a precondition for performance by DVFA and for participation in any Event. If payment is not received within the specified period, the Participant may be excluded from participation at any time. The Participant bears liability for any and all resulting damages.

Cancellation and Non-attendance

7.1 Certificate programmes and workshops The Participant, or the Participant's employer in the case of Partici-

pants registered by their employer, may cancel registration in writing at any time until receipt of the Confirmation from DVFA, without incurring cancellation fees. If written cancellation is submitted after sending of the Confirmation by DVFA and prior to sending of the Acsenaing or the Confirmation by DVFA and prior to sending of the Aceptance Statement, an amount equal to onethird of the relevant Event fee plus VAT is payable as a cancellation fee. In the case of cancellations submitted after sending of the Acceptance Statement, the full Event fee is payable. The Participant, or the Participant's employer in the case of Participants registered by their participants are an expense, as the first the Participant of the Confirmation of the Confirmatio pants employer, in the case of Participants registered by their employer, may, however, name a substitute Participant. DVFA reserves the right to disapprove the substitute if it deems that the requirements for participation in certificate programme or workshop are not met. If a substitute Participant takes part in the Event, said substitute bears joint liability with the Participant, or the Participant semployer in the case of Participants registered by their employer, for payment of the Event fee. The Participant, or the Participants employer in the case of Participants registered by their employer, is, even is the Participant does not attend the certificate

7.2 Other Events

For cancellations submitted at the latest fourteen (14) days prior to the start of the Event, an amount equal to one-third of the relevant Event fee – up to a maximum of EUR 500 – plus VAT is payable as a cancellation fee. For cancellations within fourteen (14) days prior to the start of the Event, the full Event fee is payable. Cancellation shall be submitted in written form by Post, fax or e-mail. A substitute Participant may be named, subject to the approval of DVFA.

programme or workshop, obliged to pay the full Event fee. The fore-going also applies to partial Event bookings.

After sending of access data or provision of access to the relevant content, cancellation is no longer possible.

7.4 Distance Learning

If the booked Event is a distance learning Event, cancellation without cause is possible only upon conclusion of the first semester after entry into the registration Contract, observing a notice period of six (6) weeks, and thereafter observing a notice period of three (3) months. In the event of cancellation, the Participant, or the Participant's employer in the case of Participants registered by their employer, are liable for payment of the portion of the Event fee covering the performance received during the term of the Contract. Payments for performance up to the end of the cancellation period are non-refundable.

8. Rescission Policy

8.1 The Participant has the right to rescind this Contract within fourteen (14) days without cause. The 14-day rescission period begins on the date of entry into the Contract. The rescission right can be exercised by sending a clear statement to

DVFA GmbH, Mainzer Landstr. 47a 60329 Frankfurt am Main | Germany Fax: +49 69/26 48 48 488 Email: akademie@dvfa.de

(e.g. in a letter sent by Post, fax or e-mail), expressing the decision to rescind this Contract. The rescission form included with the Acceptance Statement may be used for this purpose, but this is not a requirement. The rescission is deemed timely if the rescission nent is sent prior to expiry of the rescission period.

8.2 Consequences of rescission

If the Participant rescinds this Contract, DVFA shall refund all payments received, including delivery costs (with the exception of additional costs arising from the Participant's use of delivery methods other than the lower-cost standard delivery option offered by DVFA), immediately and, at the latest, fourteen (14) days from the date of receipt of the rescission statement. For the refund of payments, DVFA shall employ the same payment method used for the original transaction, unless expressly agreed otherwise between

the parties; in no case will the Participant be charged fees or costs for the refund of payments. If the Participant has requested interim performance during the rescission period, this is subject to payment of a reasonable amount to cover the portion of performance received relative to the full scope of performance set forth in the Contract in the period until DVFA was notified of the decision to exercise the rescission right under this Contract.

9. Liability

- 9.1 DVFA bears liability only in cases of intent or gross negligence. Liability for slight negligence shall come into question only in cases involving loss of life, physical injury and damage to health, or in the event of breaches of cardinal obligations (i.e. obligations essential for achieving the purpose of the Contract). If DVFA breaches its cardinal obligations through slight negligence, any liability is limited to foreseeable damages.
- **9.2** DVFA bears no liability for personal injury and/or property damage occurring during travel to or from the Event venue.
- 9.3 In the case of digitally provided content, DVFA bears no liability for disruptions caused outside of the domain DVFA, e.g. disruptions in transmission via the Internet.

10. Confidentiality

- 10.1 Event-related informational material and content are protected by copyright. All rights are reserved by DVFA. Any reproduction, distribution, revision or publication is subject to prior written approval from DVFA.
- 10.2 Access data for restricted Internet content (DVFA Network) provided in connection with registration may not be made available to third parties. Any violation results in grounds for blocking further access to the DVFA Network.
- 10.3 Participants are obliged to handle any and all data and information relating to other Participants and instructors as strictly confidential; the same applies to any and all data and information relating to the programmes or Events themselves.

11. Privacy

11.1 For the purposes of processing registration, conducting the event and, as applicable, managing membership in DVFA e.V., information and data provided by participants will be processed and stored as necessary executing the obligations of the contract, made available to cooperation partners. For the purposes of contract performance and ascertaining eligibility for discounted event fees, $\ensuremath{\mathsf{DVFA}}$ shall request that $\ensuremath{\mathsf{DVFA}}$ e.V. confirm the membership of registrants claiming membership.

11.2 DVFA keeps Participants informed about future events and publications by sending participants related informational material via e-mail and/ or mail. Participants can be excluded from the mailing lists at any time by request.

Requests for removal from mailing lists:

DVFA GmbH, Mainzer Landstr. 47a, 60329 Frankfurt am Main | Germany Fax: 069/26 48 48 488 E-mail: akademie@dvfa.de

12. Miscellaneous

12.1 In cases of force majeur, DVFA shall be exempted from performance obligations for the duration of the disruption. Force majeur includes fire, strike, lock-out and other circumstances not under the control of DVFA, which impede or hinder performance by DVFA.

- 12.2 If any provisions of these General Terms and Conditions for Participants are or become invalid, this shall not affect the validity of other provisions herein. In place of the invalid provision, the parties shall agree on a substitute provision best suited in legal terms to enact the intended commercial purpose of the original provision. In cases of any gap or omission in these General Terms and Conditions for Participants, the parties shall agree on a provision suited to enact the intentions of the parties had they given consideration to the omitted provision.
- 12.3 This Contract is governed by the Laws of the Federal Republic of Germany. The place of jurisdiction for any and all legal disputes arising from this Contract is Frankfurt am Main, provided the opposing party is acting in the capacity of a commercial agent. For legal disputes arising from a distance learning Contract, or relating to the existence of such a Contract, exclusive jurisdiction lies with the courts of the municipality in which the Participant is domiciled...

Frankfurt am Main, April 2021