

# General Terms and Conditions

## for the courses offered by atempo

### Betriebsgesellschaft mbH

The terms and conditions for the course offerings of atempo Betriebsgesellschaft mbH are written in easy-to-understand language so that more people can understand and read them more easily. In this text, atempo Betriebsgesellschaft mbH is called **atempo** for short.

## 1. What courses do we offer?

atempo is an Austrian company that works for the equality of all people. All people should be able to live, learn, and work equally. For this purpose, we at atempo develop products for people with disabilities. Such atempo products are available, for example, for these areas:

- general education,
- equality in the labour market,
- accessibility,
- or the review of offers for people with disabilities.

We also offer courses. In these courses, participants can improve their knowledge and skills. For example, there are the following offers:

- How can mobile devices, such as tablets or cell phones, be used in the classroom?
- We visit other educational institutions. We look at how people learn there.
- How can you get people to like learning?
- How can you use computers, cell phones, or tablets?
- How can you make videos easily? How can you create documents that multiple people can work on at the same time on the Internet?
- How do you create barrier-free access?
- What can different apps do? In our offerings, participants can try out different apps.
- And much more.

atempo can also collaborate with other organizations for the courses. For example, with partner organizations, translation providers, or payment processing providers.

atempo is not liable for the selection and performance of the other providers. In such a case, the additional contractual conditions of these providers also apply. atempo may always offer courses with the help of other providers.

## 2. What is in our terms and conditions?

These terms and conditions contain all the rules for booking courses at atempo. Other rules only apply if they are written down. If you write your own terms and conditions, they do not apply. Unless atempo has agreed otherwise in writing.

You must read these terms and conditions **before** booking a course with atempo. When you book a course, you confirm that you have read and understood these terms and conditions.

## 3. How to book a course at atempo?

On our websites, [www.includedu.com](http://www.includedu.com) and [www.schooleducationgateway.eu](http://www.schooleducationgateway.eu) there are offers for different courses at different locations.

The course offer contains the following information:

- Exactly what services does atempo's offering provide for each individual or organization booking a course?
- How much do these services cost? The prices are inclusive of value added tax (VAT).
- Which VAT do I have to pay? The offer states what percentage of VAT is included in the price.
- How can I pay the course fees? You will receive an invoice by e-mail. This invoice can be paid either by online banking or at the bank.

### Registration by e-mail:

E-mail with the registration to: [courses@atempo.at](mailto:courses@atempo.at)

### Registration on one of our websites:

One can register for the courses directly on our websites. To do this, fill in the fields on the website and follow the instructions.

In the shopping cart you can review and correct your order. When you click on the "register" button, you send a binding order. This means that by registering you have booked the course. Then you will receive an automatic e-mail that atempo has received your booking. In

the e-mail these terms and conditions are also attached as a PDF file. However, the contract is not valid until atempo confirms it. The confirmation will be sent by e-mail at least two months before the start of the course.

When you register for a course online, you have special rights. For courses offered by atempo, there are also these regulations:

### **Cancellation policy:**

Revocation means that one can withdraw from a contract for a certain period of time. You can also inform us after registration that you do not want to take a course after all.

### **The special rights of consumers in online contracts:**

Consumers are natural persons. They are not legal entities, for example not an association.

Consumers buy from us privately or conclude a transaction with us privately. Private means: not for their commercial or self-employed work, i.e. not for their profession.

Law defines which persons are consumers. In Germany in the Civil Code under paragraph 13 and in Austria in the Consumer Protection Act. This website explains exactly what is meant by "consumers".

Consumers have a right of withdrawal for purchases on the Internet. This is stated in the [Distance and Off-Site Selling Act](#). We inform our customers about this right of withdrawal here, as required by law. We offer a withdrawal form below. You can use this cancellation form, but you don't have to. A simple letter is also sufficient.

Consumers enter into a contract when they book, for example, a course in a webshop or on a website. They have the right to withdraw from this contract, i.e. to cancel the purchase. Consumers have 14 days to do this. The 14 days count from the day on which the course was booked. This also applies if another person has booked the course. You do not have to give a reason for the cancellation.

If you make a cancellation, we have to pay you back the money. That means: We will pay you back the money for the booked course within 14 days. The time counts from the day we receive your cancellation. We always pay back the same way you paid us. The repayment does not cost anything.

**In the following cases the right of withdrawal does not apply:**

1. For products that are made very specifically for a person. That is, if it is not a standard course, but a course offer for a specific person or organization.
2. If, in the case of digital products for downloading or use on the Internet, you start downloading before the period for withdrawal is over. The withdrawal period is 14 days.

Digital products can be, for example:

- Software programs
- Music and video downloads
- Apps
- Online games
- E-books
- Access to databases

Special rules apply to these digital products. The rules are in the Distance and Foreign Transactions Act under section 18, paragraph 1, clause 11.

1. We hereby inform you that these special rules apply to bookings of courses on our websites.
2. Our customers confirm to us here: atempo has informed that the right of withdrawal does not apply if you start downloading or using them on the Internet right away. The right of withdrawal only applies if you wait 14 days.
3. We inform our customers about these special rules here. We also send our customers these terms and conditions with the booking confirmation by mail.

By checking the box in the registration form, you agree to these special rules.

**FORM**

Here is the cancellation form. You can use this if you want to cancel a course booking, but you don't have to. A simple letter will do as well.

**Address:**

atempo GmbH

Heinrichstrasse 145

8010 Graz

**E-mail:** [courses@atempo.at](mailto:courses@atempo.at)

I hereby cancel the purchase of this course:

Name of course(s): .....

Date of registration for the course or courses: .....

Name: .....

Address: .....

Signature: .....

If the withdrawal notice is sent on paper, please sign here. If the revocation notice is sent by email, no signature is required.

Date: .....

**FORM END**

## **4. When do I have to pay?**

atempo sends the invoice at the time stated in the contract. Our customers agree that atempo sends the invoice by e-mail. The invoice will state when you have to pay. The invoice consists of the price of the booked course plus VAT.

If one does not pay on time, atempo is entitled to statutory default interest. This means that you have to pay more if you pay late. atempo sends reminders when an invoice is not paid. If the invoice is not paid after two reminders, atempo does not continue to work. You will not be able to participate in the course.

## **5. Liability**

atempo has made all information in publications and on Internet pages to the best of its knowledge and belief. However, atempo assumes no liability that this information is up-to-date, correct or complete. atempo assumes no liability if it has not acted intentionally or with gross negligence.

atempo, its employees, contractors or other vicarious agents do not assume any liability for property damage or financial losses of participants in case of slight negligence. It does not matter whether these are direct or indirect damages, loss of profit or consequential damages, damages due to delay, impossibility, positive violation of a claim, or fault in conclusion of a contract, due to defective or incomplete performance. Damaged persons must prove that atempo acted with gross negligence. If atempo's liability is excluded or limited, this also applies to the personal liability of atempo's employees.

atempo does not assume liability that individual participants or organizations have a certain learning success in courses. atempo is not liable for a certain success of courses and events for individual persons or organizations.

## **6. Compensation**

All participants in courses must use and treat the inventory, rooms, media and equipment of atempo and partner organizations with care. If there is damage, it must be reported immediately.

Participants are liable for any damage they have caused. They must compensate for the damage.

## 7. What if there is damage?

atempo is not to blame for all damage. atempo is only to blame for damage

- if atempo has done the damage intentionally or has not made any effort at all during the work,
- if there is a damage for a person,
- if it is stated in the law that atempo has to pay.

Then atempo must also pay the damage, but atempo does not have to pay more money than the whole job would have cost. Even if atempo has made a serious mistake.

atempo is **not** liable,

- if someone uses the offer for another purpose or
- if someone uses the offer differently than it was agreed with atempo or than it is appropriate.

If data, texts or information are processed during an offer, the participants themselves must back up the data. If data is lost, atempo is not responsible for it.

The participants themselves are responsible for their access data to the atempo offers. If someone misuses the access data and damage occurs as a result, only the participants themselves are responsible. Participants must inform atempo immediately if they think that someone could misuse their access data. You must not do anything that puts atempo or atempo systems in danger. For example, using harmful computer programs.

The customers agree with atempo how many users will use the atempo service. If more users use it, the customers have to pay more. Regardless of whether this is their fault or not.

For entrepreneurs who are entitled to compensation, the following applies: As soon as it is clear that the damage exists and who caused the damage, a lawsuit can be filed with a court within 6 months. This is possible for a maximum of 3 years after the damage has occurred. After that, the claim is lost.

## 8. Data protection

atempo adheres to the legal rules for data protection. atempo processes the data of customers only if they agree to it. This means: You have given your consent, for example, if

you have booked a course. Or if you have concluded a contractual agreement with atempo for an individual course and atempo needs the data so that it can fulfil its obligations. The atempo privacy statement explains exactly how atempo uses the data. It also says everything about the rights of the customers. [Here](#) is the atempo privacy statement.

## 9. Copyrights and lawful use

When a person makes something new or thinks up a new thing, that person is the author. These new things can be for example

- Photos, graphics and images
- Articles, lectures, texts and layouts
- Concepts, checklists, methods, ideas and inventions
- Ideas on how to build an app and what it can offer
- Software and online databases, such as "atempo digital".

When atempo offers a course, atempo is the author. Participants may use the course materials and use them as they have agreed with atempo.

Unless atempo has explicitly agreed otherwise: Participants have the right of use, but only for themselves. The right of use cannot be passed on to other persons. The participants are allowed to use the course content as stated in the license agreements. The license agreements are indicated on the documents. For example, the following things are **not allowed**:

- Copy graphics from the product and paste them into another product.
- Distribute or resell course materials to others.
- Passing on online access to others.
- Use atempo offerings for any purpose other than that agreed upon with atempo.

If a person provides atempo with information, texts or other material, this person guarantees that he or she has all the necessary rights for this. The person also guarantees that atempo does not violate the rights of others when atempo uses the material of this person. If a right has been violated and someone makes a claim against atempo, this person holds atempo harmless. This means: the person assumes full liability for any damage. Regardless of whether he or she is to blame for it or not.



## 10. Which regulations apply to our events and courses?

### Registration and confirmation of registration

You can register for our course events online on our websites. For this, the rules under point 3 also apply. atempo processes the registrations in the order in which they are submitted online. atempo then sends a registration confirmation. The registration is valid for the registered person and is not transferable. If one wishes to transfer the registration to another person, atempo may allow this, but atempo does not have to allow it.

### Cancellation rules

Consumers have a right of cancellation. More details can be found under point 3.

If one wants to cancel from a course or event, one has to make a cancellation declaration in writing.

**E-mail:** [courses@atempo.at](mailto:courses@atempo.at)

### Or to this address:

atempo GmbH.  
Heinrichstrasse 145  
8010 Graz

In case of a cancellation you have to pay a cancellation fee. For the calculation of the cancellation fee it is important when the cancellation notice arrives at atempo:

- The cancellation notice arrives more than 21 days before the start of the course or event: atempo charges a 50 Euro cancellation fee.
- The cancellation notice arrives more than 14 days but less than 21 days before the start of the course or event: atempo charges half of the course or event costs.
- The cancellation notice arrives more than 3 days but less than 14 days before the start of the course or event: atempo charges three quarters of the course cost or event cost.

- The cancellation notice arrives less than 3 days before the start of the course or event, or there is no cancellation notice at all:  
atempo charges the entire course cost or event cost.

It does not matter why you send a cancellation notice or why you do not come to the event or course.

### **Change of program or cancellation of a course or event**

atempo plans courses and events for a certain number of participants. There is a lower limit. If too few participants register, atempo can cancel the course or event at short notice. atempo will send an email at least two months before the start of the course if the minimum number of participants is reached and the course will take place.

If atempo cancels a course or event, the participation fee will be refunded. After consultation, an offer for another course is also possible. This also applies in case of force majeure. Force majeure means that atempo is not responsible if a course or event cannot take place.

If speakers cannot attend, atempo can change the program. atempo can also look for substitute speakers.

### **Documents for courses and events**

Documents for events and courses are protected by copyright. This means that participants may use them, but **not** copy or reproduce them. If a person wants to publicly distribute or edit documents of events and courses, this person has to ask atempo. This applies to the complete documents and also to parts of them.

## **11. Sound recordings, film recordings and photos**

Participants expressly give their consent to audio recordings, film recordings and photos being made during the courses and published. The participants agree that recordings of them may be evaluated and published without compensation and without temporal or spatial restrictions using any current or future technical process. This applies to all recordings made during or in connection with the attendance of atempo's offers.

## **12. House rules and fee regulations**

Participants must comply with the house rules. The house rules are posted at the locations where the courses take place.

Participants know that when registering for a course, the current atempo fee schedule applies. The participants agree to the fee regulations.

### **13. Which law and court apply?**

If there is a dispute, you can turn to a conciliation board. The arbitration board tries to resolve the dispute without the help of a court. For example, there is the [Austrian Conciliation Board for Consumer Transactions](#) and the [Internet Ombudsman's Office](#). Information is also available from the [European Union Information Centre](#).

Consumers and atempo can use this possibility, but atempo is not obliged to do so. This possibility is only valid if consumers and atempo agree in a concrete dispute to use the mediation service together.

If no agreement is possible, consumers or atempo can go to court. The court then decides who gets justice.

For entrepreneurs, the competent court is in Graz. Austrian laws apply, but **not** the UN Convention on Contracts for the International Sale of Goods and the rules of private international law.

### **14. Since when are these terms and conditions valid?**

These terms and conditions are valid since 17.11.2022.

The terms and conditions are subject to change. For a contract, the terms and conditions that were valid when the contract was concluded with atempo always apply. Consumers should always look at the terms and conditions. Then you will be aware of changes in case you sign new contracts.

It may happen that atempo changes the terms and conditions for current contracts. atempo informs consumers about this in time. If you pay for a contract and the changes are bad for the consumer, you can cancel the contract. You will get more detailed information when atempo changes something.