

I. Scope of these Terms of Conditions

- a. These General Terms and Conditions for Online Training ("Terms") govern participation in online training courses (hereinafter "Training Courses") that are jointly developed under the leadership of the ESM Foundation, Clausiusstrasse 25, 8092 Zurich, Switzerland, a non-profit foundation established under Swiss law, and organised for delivery and commercialisation by EIT RawMaterials GmbH, Knesebeckstraße 62, 10719 Berlin, Germany, registered with the Local Court of Berlin (Charlottenburg) under HRB 164364 B ("EIT RawMaterials").
- b. Within this collaboration, the ESM Foundation acts as the lead partner responsible for the conceptual, academic, and technical development of the Training Courses, typically within the framework of international consortium projects. EIT RawMaterials GmbH is responsible for organisation, commercial delivery, hosting, and participant administration, including registration, invoicing, and fee collection. All contractual rights and obligations under these Terms exist solely between Participants and EIT RawMaterials GmbH, which serves as the contracting organiser.
- c. Statements or representations made by the ESM Foundation or its authorised partners concerning the academic supervision or content development of a Training Course are attributable to the ESM Foundation only insofar as they relate to the scientific or pedagogical aspects. All contractual, financial, and administrative correspondence shall be conducted exclusively by EIT RawMaterials GmbH, whose participation, cancellation, and data-protection provisions apply.
- d. These Terms define the respective rights and obligations of
 - i. natural or legal persons entering into a Training Course contract with EIT RawMaterials GmbH (the "Contracting Party"), and
 - ii. natural persons who actually attend the Training Course (the "Participants").
- e. Where applicable, the ESM Foundation participates solely as academic or content lead within the consortium and does not enter into a contractual relationship with individual Participants. All contractual, financial, and administrative correspondence shall be conducted exclusively by EIT RawMaterials GmbH, whose participation, cancellation, and data-protection provisions apply.
- f. The person or organisation assuming overall responsibility for a given Training Course shall be referred to as the "Organiser." If such responsibility lies with an institute or research body, that entity shall be deemed the Organiser.
- g. An "Online Training Course" means any course delivered digitally and accessed solely via the internet using a suitable electronic device.
- h. These Terms apply exclusively unless expressly agreed otherwise in writing. Divergent, supplementary, or conflicting terms of the Contracting Party shall not form part of the agreement, even if EIT RawMaterials GmbH does not expressly object.
- i. Where the technical implementation of a Training Course requires a separate contractual relationship with a third-party provider (for example, registration on an external platform), the applicable terms of that provider shall govern those services. In such cases, EIT RawMaterials GmbH is not a contracting party to those third-party arrangements.
- j. The contract language is English.

II. Subject of the contract

- a. These Terms govern the booking of Training Courses by the Contracting Party, the participation of Participants in such courses, and the delivery of those courses and related services by the Organiser.
- b. The specific content, schedule, admission requirements, and applicable participation fees for each Training Course are defined in the corresponding course description or offer published by the Organiser.
- c. Where a Training Course includes an assessment or certification of successful completion, the rules of the competent certification body shall apply. Certification may incur additional costs such as examination or registration fees.

- d. Certificates of attendance issued by the ESM Foundation or EIT RawMaterials GmbH are provided free of charge unless expressly indicated otherwise.

III. Registration and Conclusion of Contract

- a. Registration for Training Courses may be completed through the online portals or registration forms provided by the Organiser. The Contracting Party is obliged to supply accurate and complete information when registering.
- b. Unless otherwise agreed in writing, submission of a completed registration form constitutes an offer by the Contracting Party for the Participant to enrol in the Training Course ("Online Registration"). A binding contract for participation is formed only once the Organiser has accepted this offer. Acceptance is confirmed by a registration confirmation issued by email or post.
- c. Following Online Registration, the Contracting Party will first receive an automated message acknowledging receipt of the registration. This acknowledgement does not yet represent acceptance of the offer as described in paragraph 2.
- d. Alternatively, the Organiser may issue an individual written offer for participation in a Training Course. In such cases, the contract is concluded when the Contracting Party accepts that offer in text form.
- e. Once the registration confirmation has been issued, participation in the specified Training Course becomes binding. This does not apply to free courses with limited capacity where the Organiser has explicitly indicated that participation may be refused if enrolment exceeds available places.

IV. Registration with Third Parties and Access

- a. In certain cases, registration with an external service provider may be required—for example, to enable access to specific software or learning environments. The Organiser will inform the Contracting Party of any such requirement in advance.
- b. Where the Contracting Party or Participant receives login credentials or other access data for participation in a Training Course, these details must be treated as strictly confidential and may not be shared with third parties. The Contracting Party or Participant must take appropriate measures to prevent unauthorised use and shall immediately notify the Organiser if there are any indications that access data may have been misused.
- c. Unless explicitly stated otherwise by the Organiser, Training Courses are conducted live at the scheduled time and are not available for later viewing or replay.

V. Contract Information

- a. The Contracting Party may access, store, and print these Terms for their own records. The Organiser retains a copy of the contractual information, including the course details, participant data, and applicable Terms. The essential contract information—such as the booked Training Course, the Participant's name, and the participation fee—is provided to the Contracting Party in the registration confirmation or individual course offer. This information is not available through an online account area.
- b. Where the Participant is not also the Contracting Party, it is the responsibility of the Contracting Party to ensure that the Participant is made aware of these Terms and any accompanying information relevant to the Training Course.

VI. Requirements and Obligations of the Participant

- a. Participation in a Training Course requires a stable internet connection and a suitable end device equipped with standard web-browsing software or, where applicable, any additional software specified by the Organiser. The precise technical requirements are outlined in the course description or offer, or will be communicated to the Contracting Party by email before the start of the Training Course.

- b. It is the Participant's sole responsibility to ensure that these technical requirements are met. Failure to do so, or any technical problems arising from the Participant's equipment or network, shall not release the Contracting Party from any payment obligations.
- c. Where admission to a Training Course is subject to specific prerequisites (for example, proof of university enrolment or prior qualifications), the Participant must provide suitable evidence to the Organiser. Without such proof, access to the Training Course may be denied.
- d. The Organiser shall make reasonable efforts to ensure the continuous availability of the Training Course and related content. However, short-term interruptions beyond the Organiser's control—such as disruptions to public telecommunications networks or power outages—do not entitle the Contracting Party or Participant to reductions in price, cancellation, or claims for compensation. The Organiser accepts no liability for technical disruptions caused by circumstances outside its sphere of control.

VII. Changes to the Program

- a. The Organiser retains discretion to adjust the programme design of a Training Course. Provided that the overall nature and learning objectives of the course remain unaffected, the Organiser may substitute speakers with equally qualified individuals, alter the order of sessions, or modify the content where reasonable. The Organiser will endeavour to notify Participants of any such changes in good time by email or through its official website.
- b. Adjustments made under this clause do not entitle the Contracting Party to a reduction in the participation fee or to claim damages.

VIII. Participation Fee and Due Date

- a. For Training Courses subject to a fee, the Contracting Party is obliged to pay the participation fee stated in the course description or offer.
- b. Unless otherwise specified, the participation fee is payable in advance in accordance with the payment methods indicated. Payment must reach the Organiser's designated account within fourteen (14) days of the invoice date; the date of receipt in the Organiser's account determines timely payment.
- c. The participation fee constitutes full and final settlement for participation in the Training Course and covers all services expressly included in the offer.
- d. The Contracting Party may offset claims against EIT RawMaterials GmbH only where such counterclaims are undisputed, legally established by a final judgment, acknowledged by EIT RawMaterials GmbH, or directly related to the same contractual relationship.
- e. The Contracting Party may exercise a right of retention only insofar as the underlying counterclaim arises from the same contractual relationship.

IX. Right of Withdrawal

If the Contracting Party is a consumer, they are entitled to a statutory right of withdrawal as set out below. A "consumer" is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business, or profession (Section 13 of the German Civil Code – BGB).

Withdrawal policy

Right of withdrawal

You have the right to withdraw from this contract within fourteen (14) days without giving any reason.

The withdrawal period begins on the day the contract is concluded.

To exercise your right of withdrawal, you must inform us:

EIT RawMaterials GmbH

Knesebeckstraße 62

10789 Berlin, Germany

Tel.: +49 (0)30 263 66 40

E-mail: academy@eitrawmaterials.eu

of your decision to withdraw from the contract by means of a clear statement (for example, a letter sent by post or an email). You may use the sample withdrawal form below, although its use is not mandatory.

To meet the withdrawal deadline, it is sufficient that you send your notification before the expiry of the withdrawal period.

Consequences of withdrawal

If you withdraw from this contract, we will refund all payments received from you, including standard delivery costs (except for any additional costs arising from your choice of a delivery method other than the least expensive standard delivery offered by us).

Refunds will be made without undue delay and at the latest within fourteen (14) days of the date on which we receive your notice of withdrawal. We will use the same payment method that you used for the original transaction, unless expressly agreed otherwise; no fees will be charged for the refund.

If you requested that the service begin during the withdrawal period, you shall pay an appropriate amount corresponding to the proportion of the service already provided up to the point when you notified us of your withdrawal, relative to the full scope of the contract.

Sample withdrawal form

(Please complete and return this form only if you wish to withdraw from the contract.)

To

EIT RawMaterials GmbH

Knesebeckstraße 62–63

10789 Berlin, Germany

Tel.: +49 (0)30 263 66 40

E-mail: academy@eitrawmaterials.eu

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the purchase of the following goods (*)/for the provision of the following service (*),

- Ordered on (*)/received on (*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only if this form is submitted on paper)

- Date

(*) Delete as appropriate.

End of the withdrawal policy

X. Cancellation and Designation of a Substitute

- a. Unless otherwise stated in the specific course description or offer, the Contracting Party does not have a contractual right to cancel or withdraw from the Training Course.
- b. If the Participant is unable to attend a Training Course for reasons for which the Organiser is not responsible, the participation fee remains payable in full. Fees already paid will not be refunded, even if the Contracting Party cancels participation before the start of the course.
- c. Additional details may be provided in the relevant course description or programme. Notwithstanding paragraph 2, the Organiser may, at its discretion, permit partial or full refunds of the participation fee. Where such provisions exist but no specific conditions are defined, the following refund policy applies:
 - i. 100 % refund for cancellations up to four (4) months before the course start date;
 - ii. 75 % refund for cancellations up to two (2) months before the course start date;
 - iii. 50 % refund for cancellations up to one (1) month before the course start date;
 - iv. No refund for cancellations made less than one (1) month before the course start date.
- d. Notices of non-attendance must be submitted to the Organiser in text form (for example, by letter or email). The date of the postmark or the date the email is sent determines compliance with the relevant deadline.
- e. Unless otherwise agreed, refunds will be processed within two (2) months after the end of the Training Course and credited using the same payment method used for the original transaction. The Contracting Party is responsible for any bank charges incurred during the refund process.
- f. If the original Participant cannot attend, the Contracting Party may nominate a substitute participant. The Organiser must receive the substitute's full registration details in text form before the course begins. Acceptance of a substitute is subject to the Organiser's approval, which will not be unreasonably withheld.

XI. Cancellation or Withdrawal by the Organiser

- a. EIT RawMaterials GmbH reserves the right to cancel, postpone, or terminate a Training Course in whole or in part for good cause, after weighing the interests of all parties involved. Good cause is deemed to exist, in particular, where circumstances make it unreasonable or impossible for the Organiser to deliver the Training Course. Such circumstances may include credible security threats, natural disasters, force majeure (for example, war, strike, epidemic, or serious operational disruption), or the unavailability, illness, or death of key speakers or other essential personnel.
- b. If a Training Course is cancelled under paragraph 1, the obligation to pay the participation fee lapses. Any payments already made will be refunded in full.
- c. If a Training Course is discontinued after it has commenced, the Contracting Party will receive a proportionate refund corresponding to the portion of the Training Course not delivered.
- d. The Contracting Party shall not be entitled to further claims for compensation or damages arising from the cancellation, postponement, or discontinuation of a Training Course unless EIT RawMaterials GmbH is directly responsible for the cause of cancellation through intent or gross negligence.

XII. Disruption of the Technical Infrastructure

Participants must refrain from any action that could intentionally or negligently disrupt, impair, or place an excessive burden on the technical infrastructure used to deliver the Training Courses. Any attempt to interfere with the proper operation of the online environment, to gain unauthorised access, or to manipulate course content or systems is strictly prohibited and may lead to exclusion from the Training Course and, where applicable, claims for damages.

XIII. Advertising and Sales

- a. During the Training Courses, any form of advertising, solicitation, or sale of goods or services by Participants or Contracting Parties is strictly prohibited unless the Organiser has provided prior written consent.
- b. Participants and Contracting Parties are free to reference their participation in a Training Course in their own communications (for example, on websites or social media), provided that such references do not imply representation of or endorsement by the Organiser.

XIV. Photos, video or audio recordings

- a. The Organiser may capture photographs or make video and/or audio recordings during Training Courses for purposes of internal documentation and quality assurance. When using such recordings, the Organiser shall ensure that the personal rights of Participants are respected and that no unauthorised publication occurs.
- b. Participants are not permitted to take photographs, screenshots, or make video or audio recordings of the Training Course, the training materials, or any related facilities without the prior written consent of the Organiser.

XV. Intellectual Property

- a. All training materials provided or made available to Participants—whether in print, digital, or audiovisual form—are protected by copyright and other intellectual-property laws. Reproduction, distribution, or public disclosure of these materials, in whole or in part, is prohibited without the prior written consent of the respective rights holder. Copies may be made only for the Participant's own non-commercial use in accordance with Section 53 of the German Copyright Act (UrhG). Unless expressly agreed otherwise, no rights of use or exploitation are transferred to Participants or Contracting Parties. All intellectual-property rights remain with the original holders.
 - i. Participants and Contracting Parties undertake to treat as confidential all technical information, specifications, software, research results, expert opinions, and other know-how or business information identified as confidential—whether by explicit marking or by context—and to refrain from disclosing such information to third parties.
 - ii. This duty of confidentiality does not apply to information that
 - 1. was already publicly known or accessible before disclosure;
 - 2. becomes public without any breach of confidentiality obligations;
 - 3. is lawfully received from a third party without a duty of confidentiality; or
 - 4. is independently developed by the receiving party without use of the disclosed information.

XVI. Liability

- k. EIT RawMaterials GmbH accepts no responsibility for the accuracy, completeness, or currency of any third-party information or content used in the preparation or presentation of Training Courses. Likewise, EIT RawMaterials GmbH, the ESM Foundation, and any consortium partners involved in developing the Training Course shall not be liable for losses or damages resulting from the application, implementation, or dissemination of knowledge acquired through participation.
- l. EIT RawMaterials GmbH shall be liable without limitation in cases of intent or gross negligence. In cases of ordinary negligence, liability arises only for breaches of material contractual obligations—those duties whose fulfilment is essential for the proper execution of the contract and on which the Contracting Party may ordinarily rely. In such cases, liability is limited to the foreseeable loss or damage typical for this type of contract.
- m. Liability under the German Product Liability Act (ProdHaftG) and for injury to life, body, or health remains unaffected.

- n. The ESM Foundation and other consortium partners are not parties to the Training Course contract and therefore assume no liability, except for acts of intent or gross negligence within their own legal sphere.
- o. The limitations of liability under this clause also apply to the legal representatives, employees, and vicarious agents of EIT RawMaterials GmbH, the ESM Foundation, and the consortium partners, insofar as they are not contractual parties and have not acted willfully or with gross negligence.

XVII. Data Protection

EIT RawMaterials GmbH processes personal data collected in connection with registration for and participation in Training Courses in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR) and all other applicable data-protection legislation. Further details concerning the purposes and legal bases of processing, the categories of data processed, the recipients or categories of recipients, storage periods, and the rights of data subjects are set out in the EIT RawMaterials GmbH Privacy Policy, available on the company's website or upon request. Where Training Courses are developed or delivered in collaboration with consortium partners such as the ESM Foundation, personal data may be shared with these partners strictly for the purposes of course delivery, evaluation, or certification. Such processing is governed by appropriate data-processing agreements ensuring full compliance with the GDPR.

XVIII. Export Control

Where the fulfilment of contractual obligations by EIT RawMaterials GmbH is subject to authorisation or restriction under German, European, or United States export-control regulations—including embargoes, sanctions, or other foreign-trade measures—the execution of the contract shall depend on the granting of such authorisation by the competent authorities. If an export licence or other approval required for performance is denied, or if fulfilment is prohibited under the applicable export-control or sanctions rules, this shall not constitute a breach of duty by EIT RawMaterials GmbH. The company shall not be liable for delays, non-performance, or losses arising from restrictions imposed by national or international trade regulations, including embargoes or sanctions. Where Training Courses are developed jointly with consortium partners such as the ESM Foundation, responsibility for complying with export-control and sanctions obligations lies exclusively with EIT RawMaterials GmbH as the contracting and exporting entity.

XIX. Final Provisions

- p. Should any provision of these Terms be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The ineffective provision shall be replaced by a valid one that most closely reflects the economic intent of the original clause.
- q. The EU Commission provides an online dispute resolution platform for consumers, accessible at: www.ec.europa.eu/consumers/odr.

EIT RawMaterials GmbH is neither obliged nor willing to participate in dispute-resolution proceedings before a consumer arbitration board under the German Act on Alternative Dispute Resolution in Consumer Matters (Verbraucherstreitbeilegungsgesetz – VSBG).

- r. These Terms and all related agreements are governed by the laws of the Federal Republic of Germany, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- s. For Contracting Parties or Participants whose registered office or habitual residence is outside Germany, the exclusive place of jurisdiction for all disputes arising from or in connection with these Terms shall be Berlin, Germany.
- t. If the Contracting Party or Participant is a merchant, a legal entity under public law, or a special fund under public law, the place of performance for services provided by the Organiser shall be the Organiser's registered office. The place of performance for payments by the Contracting Party or Participant shall likewise be Berlin, Germany.
- u. Where Training Courses are delivered in collaboration with consortium partners such as the ESM Foundation, this does not establish any contractual or jurisdictional relationship between the Participants and those partners.