

Terms and Conditions for Online and Face-to-face Trainings

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Terms and Conditions for RENAC Online Trainings

Scope of application

Renewables Academy AG ("RENAC") provides trainings on green energy internationally and a variety of business services to develop capacities for a sustainable energy supply, including online trainings ("RENAC Online Trainings"). RENAC Online Trainings are accredited by the Agency for Distance Education "ZFU Staatliche Zentralstelle für Fernunterricht", Cologne, Germany. All RENAC Online Trainings are provided via the worldwide web by using the RENAC e-learning platform ("E-Learning Platform"). Detailed information on RENAC's Online Trainings content, duration, material provision, number of online live virtual classrooms, testing intervals and supporting services are described in the individual RENAC Online Training descriptions at www.renac.de. RENAC Online Training learning matters are complete, technically accurate and prepared in such a way that the training objectives can be achieved.

The following terms and conditions ("T&C") govern the participation in and use of all RENAC Online Training services as described on the RENAC website (www.renac.de). These T&C apply to persons that enrol on a private basis or that are part of a corporate enrolment ("Participant"). These T&C shall govern this agreement exclusively, the Participant herewith agrees that any Participant's terms and conditions, procurement guidelines, etc. are herewith excluded and will not come into effect.

1 Conditions for participation

- a) RENAC Online Trainings are conducted in the English language; all contributions of the Participant must be submitted in the English language. RENAC expects good English language knowledge (at least level C1 according to the European Framework of Reference for Languages).
- b) Mathematical knowledge is assumed for individual sections. For this reason, the Participant needs mathematical knowledge of triangle calculation (trigonometry) and logarithms. Upper secondary school leaving qualifications are recommended.
- c) As for the online nature of RENAC Online Trainings, the Participant must have access to a computer with an Internet connection. To be able to watch educational videos that may be available, an Internet connection with a data transmission speed of at least 2 Mbit/s is recommended. Basic Internet skills are expected.
- d) RENAC Online Trainings are concluded with an online final examination. The Participant needs to make a declaration on oath that he/she will carry out the final examination independently and without any aids.

2 Agreement of participation in RENAC Online Trainings

- a) To register for a RENAC Online Training the Participant needs to complete the online registration form and transfer this application in due time to RENAC. Registration deadlines can be found on www.renac.de. By registering online, the Participant is submitting to RENAC a binding offer for RENAC Online Training. During the registration procedure, the Participant accepts these T&C as well as the selected RENAC Online Training price, services and RENAC

exam regulations (“Examination Regulations”) described on the RENAC website at the time of submission, all of which constitute the RENAC Online Training agreement (“Agreement”).

- b) The RENAC Online Training Agreement between the Participant and RENAC is concluded upon e-mail confirmation by RENAC. Access to the RENAC Online Training is limited to the individual person named on the registration form. RENAC owes the Participant access to the E-Learning Platform and all services. The Participant owes RENAC due payment.
- c) The RENAC Online Training service description does not constitute legally binding offers. RENAC is under no obligation to accept a Participant’s order for RENAC Online Training.
- d) RENAC reserves the right to change these T&C as well as the RENAC Exam Regulations from time to time. The Participant will be notified of any changes.

3 Start of training

- a) The RENAC Online Training begins on the intake date selected on the application form, which is either the 1st of April or the 1st of October.
- b) The Participant receives all access data required for the RENAC E-Learning Platform several days before the official start date of the RENAC Online Training.
- c) Access to the E-Learning Platform is granted on the official start date of the Training.

4 RENAC Online learning material

- a) Training material can consist of, but is not limited to, online reading material, download files, graphics, self-assessment tests, exams, assignments and links, data, and software programs, as well as all organisational and technical documents and information, provided as part of the Training by RENAC, its employees or contractors (“Material”).
- b) Material is provided for the Participant’s personal educational and non-commercial use only.
- c) All rights, title and interest in and to such Material, including but not limited to reproduction, distribution, making public, making available, transmission, translation, performance, display, adaptation and modification, are exclusively reserved to RENAC or its licensors.
- d) The Participant especially agrees:
 - not to copy or print out any Material, except specially indicated Material;
 - not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Material;
 - not to alter, or modify, the whole or any part of the Material, nor permit the Material or any part of it to be combined with, or become incorporated into, any other materials;
 - not to provide or otherwise make available the Material in whole or in part, in any form, to any person without prior written consent from RENAC.
- e) Any infringement of RENAC’s intellectual property rights will strictly be prosecuted.

5 RENAC E-Learning Platform

- a) The RENAC E-Learning Platform is accessible via a Participant-specific password. All Participants of a current training have access to the E-Learning Platform and may use the forum(s) to post context related comments, questions, discussion, links, documents, pictures, etc. Participants may also give private information about themselves and upload pictures and documents. The E-Learning Platform does not provide separate accounts for Participants. All uploaded or entered contents are fully accessible to all other Participants.
- b) If the Participant uploads or enters private information onto/into the E-Learning Platform, he/she is responsible for maintaining the security of that information. The Participant must immediately notify RENAC at tutor@renac.de of any unauthorised uses of the Participant's information or any other breaches of security. RENAC will not be liable for any acts or omissions by the Participant, including any damages of any kind incurred as a result of such acts or omissions.
- c) RENAC has not reviewed, and cannot review, all of the material made available through the websites and webpages to which the E-Learning Platform links, and that link to the E-Learning Platform. RENAC does not have control over the non-RENAC E-Learning websites or webpages and is not responsible for their contents or their use. By linking to a non-RENAC E-Learning website or webpage, RENAC does not represent or imply that it endorses the website or webpage. The Participant is advised to check privacy policy statements of linked websites as they may deviate from RENAC's own.
- d) Posts and other content on the E-Learning Platform not directly provided by RENAC may contain content that is offensive, indecent or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Posts and other content on the E-Learning Platform not directly provided by RENAC may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. RENAC disclaims any responsibility for any harm resulting from the use by users of the E-Learning Platform, or from any downloading by those users of non-RENAC content posted.
- e) RENAC cannot review all of the material posted to the E-Learning Platform and cannot, therefore, be responsible for that material's content, use or effects. By operating the E-Learning Platform, RENAC does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful.
- f) RENAC advises the Participant that the E-Learning Platform is a service provided by eLeDia Berlin. The use of the E-Learning Platform may in addition be subject to the terms and conditions of eLeDia Berlin.

6 Responsibility of RENAC E-Learning Platform users

- a) The Participant is responsible for taking precautions as necessary to protect himself/herself and his/her computer systems from viruses, worms, Trojan horses and other harmful or destructive content.

- b) The Participant must not post or upload material onto the E-Learning Platform with content of an offensive, indecent or otherwise objectionable nature. The Participant shall omit any activities within the E-Learning Platform that violate the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties.
- c) The Participant must not pass on their password and shall reasonably protect their password from third party abuse.

7 Testing procedures and RENAC Certificate

- a) All Training testing procedures, meaning self-assessments, assignments and final examination, are governed by the RENAC exam regulations (“Exam Regulations”).
- b) The Participant’s overall performance in the RENAC Online Training will be graded according to the RENAC Exam Regulations (www.renac.de/renac/media/RENAC/Documents/RENAC_Examination_regulations.pdf) after the Participant has finished the final exam.
- c) Participants that successfully pass the RENAC Online Training will receive a “Graded RENAC Certificate” certifying that the Participant attended and passed the RENAC Online Training and also shows the Participant’s overall grade. Participants not having successfully passed the RENAC Online Training will receive a non-graded “RENAC Certificate of Attendance”.
- d) The RENAC Certificates for RENAC Online Trainings bear the titles of the RENAC Online Training completed (Applying Renewable Energy, Applying Energy Efficiency, Certified RE Project Developer, Certified PV Professional or Certified ReGrid® Manager). All titles of RENAC Online Training Certificates are intra-institutional degrees of RENAC.
- e) RENAC sends the RENAC Certificate in PDF format to the Participant’s e-mail address as provided in the Participant’s registration form. The Participant is obliged to provide an up-to-date e-mail address, which can receive messages with attachments larger than 4 MB.

8 Specialist, organisational and technical support

- a) In terms of content related requests, qualified RENAC teaching staff are available via e-mail for the entire duration of the RENAC Online Training to provide competent support. RENAC specialists strive to react promptly, however, the maximum time of response is 48 hours on German workdays. Requests are handled over the RENAC E-Learning Platform. All questions and responses will be visible to all Participants.
- b) Requests on organisational and technical matters should be addressed to tutor@renac.de.
- c) All correspondence with the lecturers, trainers, consultants, authors or anyone else providing training or training Material on behalf of RENAC must go through RENAC.

9 Price and payment

- a) Except as otherwise expressly agreed by RENAC in writing, the price and discount structure of each RENAC Online Training shall be the price and discount listed on the RENAC website current at the date of sending an online application form to RENAC.
- b) Prices listed on the RENAC website are final and all-inclusive, including VAT. There are no extra charges for handling, examinations, certificates or any other service described on the RENAC homepage.
- c) All costs necessary to participate in the RENAC Online Training, such as Internet connection costs, computer costs, printing cost, etc., will be exclusively borne by the Participant.
- d) Payment for all RENAC Online Trainings can only be made via credit card or PayPal or bank transfer.
- e) For payment with credit card, RENAC uses all reasonable efforts to safeguard the confidentiality of Participants' credit card details, such as encryption technology and firewalls. However, "perfect" security does not exist on the Internet. The Participant's credit card number and contact information will be provided to WorldPay or the relevant credit card company from time to time ("the Credit Card Company"). The Credit Card Company has its own privacy and data collection practices and RENAC has no responsibility or liability for these independent practices.
- f) Participants are responsible for paying any bank charges accrued in their country of residence; RENAC will pay any fees for the funds transfer accrued in Germany.

10 Term and termination

- a) The RENAC Online Training Agreement ends, at the latest, two (2) weeks after the official end of the RENAC Online Training.
- b) Both parties may terminate the RENAC Online Training Agreement at any given time until the end of the third month after the beginning of the RENAC Online Training with effect for the following three (3) months of the Training. After a termination notice, payments made for the running three-month period will not be repaid. Payments made for the subsequent three (3) months will be repaid.
- c) The right of RENAC and of the Participant to terminate the Agreement for material breach of any T&C with immediate effect remains unaffected.
- d) RENAC shall have the right at any time, by serving an e-mail notice to the Participant (to the e-mail address provided on the registration form), to terminate the Participant's participation and access to the E-Learning Platform with immediate effect if the Participant is in breach of any material term of these T&C.
- e) Any termination or notification must be made in writing or via e-mail.

11 Right of withdrawal

The Participant is entitled to withdraw from the RENAC Online Training Agreement within fourteen (14) days without statement of reasons. The withdrawal period is fourteen (14) days from the date of conclusion of the RENAC Online Training Agreement.

In order to exercise the right of withdrawal, the Participant must inform RENAC at

Renewables Academy AG
Schönhauser Allee 10-11
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Tel: +49 (0) 30-526 895 877

Fax: +49 (0) 30-526 895 899

E-mail: info@renac.de

in the form of an unambiguous statement (e.g., a letter by post, telephone, fax or e-mail) of the decision to withdraw from the Agreement. The Participant may use the attached

Annex: Withdrawal Form for this purpose; this is not mandatory, however. Timely dispatch of the notification of withdrawal before the withdrawal period has expired shall suffice to meet the withdrawal deadline.

12 Consequences of withdrawal

If the Participant withdraws from the RENAC Online Training Agreement, RENAC must reimburse all payments already received from the Participant, including the cost of delivery (with the exception of additional costs incurred, if the Participant chooses a different form of delivery to the cheapest standard delivery offered by RENAC), without delay and no later than fourteen (14) days from the date on which the notification of withdrawal from the Agreement is received by RENAC. For this repayment, RENAC uses the same method of payment used by the Participant in the original transaction, unless otherwise explicitly agreed upon. The Participant shall not be charged a fee for the repayment in any case.

As stated above, the Participant may use the Annex: **Withdrawal Form** as attached at the end of these T&C.

13 Trademarks

RENAC, the RENAC logo, and all other trademarks, service marks, graphics and logos used in connection with RENAC Online Trainings are trademarks of RENAC AG or RENAC's licensors. Other trademarks, service marks, graphics and logos used in connection with the RENAC Online Trainings may be the trademarks of other third parties. The Participant's use of the RENAC Online Trainings grants him/her no right or license to reproduce or otherwise use any RENAC or third-party trademarks.

14 Privacy policy

RENAC will collect, process and use personal data of Participants for the sake of providing learning services to the Participant. RENAC will not pass on personal data to third parties without the Participant's explicit consent or in case RENAC is obliged to do so by law.

Personal data will be saved as long as necessary for the provision of the RENAC Online Training services plus 10 years thereafter for tax or legal reasons.

Further information on RENAC's privacy policy can be found on RENAC's website (www.renac.de).

15 Warranties and service exclusions

- a) All RENAC Online Training has been prepared with the utmost care and according to the best of RENAC's knowledge and belief.
- b) RENAC will endeavour to make the E-Learning Platform and its Online Training available but cannot guarantee that the E-Learning Platform and/or the Online Training will operate continuously or without interruptions that could affect use of the E-Learning Platform and/or the Online Training. The Online Training and/or the E-Learning Platform may provide links to other websites, which are not under the control of RENAC. RENAC shall not be responsible in

any way for the content of any such other websites. The Participant acknowledges that RENAC provides such links only as a convenience.

- c) The E-Learning Platform and/or the Online Training are provided for general information and illustrative purposes only and do not constitute financial, legal or other professional advice. Neither RENAC nor RENAC's contractors guarantee or warrant completeness and correctness of information, including of calculations. RENAC makes no guarantee whatsoever as to the accuracy of future-oriented statements, assumptions and estimations made within the scope of any Online Training, nor to the achievement of forecasts and predictions.
- d) No warranty is given that the training Material will be fit for any particular purpose.

16 Indemnification

Participants indemnify and hold harmless RENAC, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses including attorneys' fees, arising out of the use of the RENAC E-Learning Platform, including but not limited to the Participant's violation of these T&C. Corporate clients are liable for the Participants they have enrolled.

17 Liability

- a) Nothing in these T&C shall operate to exclude or limit RENAC's liability for:
 - death or personal injury caused by the negligence of RENAC, its servants, agents, employees or subcontractors;
 - fraudulent misrepresentation; or
 - any breach of any implied term which cannot be excluded or limited.
- b) Subject to Clause a) of this paragraph, RENAC shall not be liable to the Participant or any third party for any loss of, damage to, or costs in respect of:
 - loss of profit, anticipated profits, revenues or anticipated savings, goodwill or business opportunity; or
 - loss of data; or
 - indirect or consequential loss or damage

regardless of whether any of the matters listed in (a), (b), and (c) below are foreseeable, known, foreseen or otherwise.

- c) Subject to condition a) of this paragraph, the maximum liability of RENAC arising out of or in connection with any Agreement made pursuant to these T&C or any collateral contract, whether in contract, tort (in each case including negligence) or otherwise shall in no circumstances exceed either Euro 1,000 or the sum paid by the Participant to RENAC, whichever is the lower.

- d) Neither party shall be liable to the other for any failure or delay in the performance of its obligations under these T&C caused by circumstances beyond that party's reasonable control.

18 Jurisdiction and place of jurisdiction

- a) These T&C (and all disputes, whether contractual or otherwise, arising out of or in connection with them) are governed by German Law, excluding its International Private Law.
- b) For any disputes arising from a RENAC Online Training Agreement or concerning the existence of such an Agreement, the court of the location in which the Participant has his/her place of general jurisdiction shall have sole authority.
- c) In the event that the Participant's usual place of residence lies outside the scope of this law, or the Participant is enrolled on behalf of a corporation, or if his/her domicile or usual residence is unknown at the time proceedings commence, Berlin, Germany shall apply as the place of jurisdiction.

19 Final provisions

- a) Should individual provisions of the Agreement be or become invalid either in full or in part, the validity of the remaining provisions shall remain hereby unaffected. The fully or partially ineffective provision should be replaced by one which most closely corresponds in a legally permissible manner to the commercial purpose of the ineffective provision. This also applies to the filling of any contractual loopholes.
- b) The benefits and obligations conferred by these T&C upon the Participant shall not be assigned, delegated, transferred, sub-contracted or encumbered or otherwise made available or disposed of without the express prior written consent of RENAC.
- c) Any amendments or supplements to the RENAC Online Training Agreement shall be valid only if made in writing. There are no verbal subsidiary agreements.
- d) Notices to the Participant may be sent to the Participant either by e-mail or to the postal address set out on the Participant's registration form. Notice will be deemed received twenty-four (24) hours after an e-mail is sent or three (3) days after the date of posting. Participants are obliged to forward relevant RENAC e-mails to their corporate person in charge at once.
- e) RENAC reserves the right to change these T&C from time to time. The Participant will be notified of any changes.

Terms and Conditions for RENAC Face-to-face Trainings

Scope of application

The Renewables Academy AG ("RENAC") provides Training internationally on green energy, plus a variety of business services to develop capacities for a sustainable energy supply, including face-to-face trainings ("Face-to-face Trainings"). Detailed information on Face-to-face Trainings content, duration, material provision, number of tests and supporting services are described in each Face-to-face Training description to be found on the RENAC website (www.renac.de).

The following terms and conditions ("T&C") govern the participation in and the use of all Face-to-face Training services. These T&C apply to persons, that enrol on a private basis or that are part of a corporate enrolment ("Participant"). These T&C shall govern this agreement exclusively. The Participant herewith agrees, that Participant's terms and conditions, procurement guidelines, etc. are herewith excluded and will not come into effect.

1 Conditions for participation

- a) The Face-to-face Trainings are conducted in the English language; therefore, all contributions of the Participant must be submitted in the English language and RENAC expects good English language knowledge (at least level C1 according to the European Framework of Reference for Languages) in order to verify that the Participant understands the content of the Face-to-face Training.
- b) Mathematical knowledge is assumed for individual sections. For this reason, the Participant needs mathematical knowledge of triangle calculation (trigonometry) and logarithms. Upper secondary school leaving qualifications are recommended.

2 Agreement of participation in Face-to-face Trainings

- a) To register for a Face-to-face Training, the Participant needs to complete the online registration form and transfer this application in due time to RENAC. Registration deadlines can be found on the RENAC website (www.renac.de).

By registering online, the Participant is submitting to RENAC a binding offer for Face-to-face Training. During the registration procedure, the Participant accepts these T&C as well as the selected Face-to-face Training price and services described on the RENAC website at the time of submission, all of which constitute the Face-to-face Training agreement ("Agreement").

Directly after the online registration, the Participant will receive a non-binding preliminary confirmation of the registration via e-mail.

- b) The Face-to-face Training Agreement between the Participant and RENAC is concluded upon a final booking confirmation by RENAC via e-mail, which will be sent to the Participant 28 calendar days before the Face-to-face Training.

Until this time, RENAC may cancel the Face-to-face Training without reason by e-mail notice.

Any travel or other arrangements made before the receipt of a final booking confirmation from RENAC run on the Participant's own risk. The right to participate in the selected Face-to-face Training is limited to the individual person named on the registration form. The Participant owes RENAC due payment.

- c) The Face-to-face Training services descriptions do not constitute a legally binding offer. RENAC is under no obligation to accept a Participant's order for a Face-to-face Training.

3 Organisational issues and travel arrangements

- a) The Participant needs to organise, book and pay for travel from his/her home destination to Berlin and back, as well his/her accommodation in Berlin and all other travel arrangements not explicitly covered in the Face-to-face Training fee, by and for him-/herself and on his own charge.
- b) The visa application process should be taken into account when making a booking. Registrants are responsible for all costs and risks associated with visa applications. Should a Participant need a letter of invitation for his/her local German Embassy, RENAC will send an electronic letter of invitation to the individual following receipt of payment in RENAC's or its partner's bank account and the provision of his/her passport information.
- c) RENAC will provide the Participant with information about hotels and accommodation situated near the Face-to-face Training venue.

Costs for travel arrangements, etc. within the Face-to-face Training, such as site visits, course meals and excursions, are covered by the Face-to-face Training fee.

- d) Full joining instructions, including programme timings and special instructions will be sent to the Participant no later than two (2) weeks prior to the Face-to-face Training. RENAC may change timings, venues and scheduled topics in cases of reasonable circumstances.

4 Learning material and intellectual property rights

- a) RENAC will provide the Participant with Face-to-face Training material, such as print outs, data, information and software tools ("Material"). All rights, title and interest in and to such Material including but not limited to reproduction, distribution, making public, making available, transmission, translation, performance, display, adaptation and modification, are exclusively reserved to RENAC or its licensors. The Participant may only use such Material for personal educational and non-commercial purposes.

The Participant especially agrees:

- not to copy the Material except for the purposes of completing the relevant Face-to-face Training;
- not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Material;

- not to alter, or modify, the whole or any part of the Material, nor permit the Material or any part of it to be combined with, or become incorporated into, any other materials;
 - not to provide or otherwise make available the Material or documentation in whole or in part, in any form to any person without prior written consent from RENAC.
- b) RENAC, the RENAC logo, and all other trademarks, service marks, graphics and logos used in connection with the Face-to-face Trainings are trademarks of RENAC or RENAC's licensors. Other trademarks, service marks, graphics and logos used in connection with the Face-to-face Trainings may be the trademarks of other third parties. The Participant's use of the Face-to-face Training services grants him/her no right or license to reproduce or otherwise use any RENAC or third-party trademarks.
- c) Any infringement of RENAC's intellectual property rights will strictly be prosecuted.

5 Certificate of attendance

All Participants in the Face-to-face Trainings will be awarded a "RENAC Certificate of Attendance" at the end of the Face-to-face Training. The certificate will not be awarded in cases where a Participant misses more than one-third of all scheduled Face-to-face Training lessons.

6 Price and payment

- a) Except as otherwise expressly agreed by RENAC in writing, the price and discount structure of each Face-to-face Training shall be the price and discount listed on the RENAC website current at the date of sending an online application form to RENAC.
- b) Prices are final and include teaching and Face-to-face Training lessons, seminar Material, lunch and coffee during the seminar breaks, welcome event and field trips including transportation. There are no extra charges for handling, certificates or any other service described on the RENAC website. Prices are in Euro and include VAT.
- c) Payment for all Face-to-face Trainings can only be made via credit card or PayPal or bank transfer and must be received by RENAC no later than 28 days before the Face-to-face Training.
- d) For payment by credit card, RENAC uses all reasonable efforts to safeguard the confidentiality of Participants credit card details, such as encryption technology and firewalls. However, "perfect" security does not exist on the Internet. The Participant's credit card number and contact information will be provided to WorldPay or the relevant credit card company from time to time ("the Credit Card Company"). The Credit Card Company has its own privacy and data collection practices and RENAC has no responsibility or liability for these independent practices.
- e) Participants are responsible for paying any bank charges accrued in their country of residence; RENAC will pay any fees for the funds transfer accrued in Germany.

7 Cancellation policy

- a) If, for any reason, RENAC needs to cancel the Face-to-face Training before the final booking confirmation, Face-to-face Training fees already paid will be refunded in full.
- b) If, for any reason, RENAC needs to cancel a Face-to-face Training after a final booking confirmation, RENAC will refund the Face-to-face Training fee already paid in full plus flight cancellation fees caused by RENAC's cancellation. Any further claims, especially compensation for resulting costs, such as other flight costs, hotel fees, money transfer costs, etc. incurred by the Participant will not be covered.
- c) The Participant may cancel the Face-to-face Training any time before the beginning of the Face-to-face Training by e-mail notice to RENAC. RENAC will charge the Participant a cancellation fee according to the date of cancellation:
 - 20% of the Face-to-face Training fee for cancellations received between 28 and 14 calendar days before the start of the Face-to-face Training
 - 80% of the Face-to-face Training fee for cancellations 13 or fewer calendar days before the start of the Face-to-face Training
 - 100% of the Face-to-face Training fee for Participants who do not attend the Face-to-face Training without any notification
- d) Registrations cannot be transferred to another course.
- e) All cancellations must be received in writing or e-mail.

8 Right and consequences of withdrawal

- a) The Participant is entitled to withdraw from the Agreement within fourteen (14) days from the date of conclusion of the Agreement without statement of reasons.
- b) In order to exercise the right of withdrawal, the Participant must inform RENAC in the form of an unambiguous statement (e.g. a letter by post, fax or e-mail) of the Participant's decision to withdraw from this contract. The Participant may use the withdrawal form attached at the end of these T&C; this is not mandatory, however. Timely dispatch of the notification of withdrawal before the withdrawal period has expired shall suffice to meet the withdrawal deadline.
- c) If the Participant withdraws from the Face-to-face Training Agreement, RENAC must reimburse the Participant for all payments received from the Participant, including the cost of delivery (with the exception of additional costs incurred if the Participant chooses a different form of delivery to the cheapest standard delivery offered by RENAC), without delay and no later than fourteen (14) days from the date on which the notification of withdrawal from the Agreement is received by RENAC. For this repayment, RENAC shall use the same method of payment used by the Participant in the original transaction, unless otherwise explicitly agreed upon; the Participant shall not in any case be charged a fee for the repayment.

9 Privacy policy

RENAC will collect, process and use personal data of the Participant for the sake of providing services to the Participant. RENAC will not pass personal data to third parties without the Participant's explicit consent or in case RENAC is obliged to do so by law.

Personal data will be saved as long as necessary for the provision of the Face-to-face Training services, plus 10 years thereafter for tax or legal reasons.

Further information on RENAC's privacy policy can be found on RENAC's website (www.renac.de).

10 Warranties and service exclusions

- a) All Face-to-face Trainings have been prepared with the utmost care and according to the best of RENAC's knowledge and belief.
- b) RENAC Material, teaching and Face-to-face Training content are provided for general information and illustrative purposes only and do not constitute financial, legal or other professional advice. Neither RENAC nor RENAC's contractors guarantee or warrant completeness and correctness of information, including of calculations. RENAC makes no guarantee whatsoever as to the accuracy of future-oriented statements, assumptions and estimations made within the scope of the distance learning courses, nor to the achievement of forecasts and predictions.
- c) No warranty is given that the Face-to-face Training Material will be fit for any particular purpose.

11 Indemnification

Participants indemnify and hold harmless RENAC, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of the use of Material or arising out of the Participant's violation of these T&C. Corporate clients are liable for the Participants they have enrolled.

12 Liability

- a) Nothing in these T&C shall operate to exclude or limit RENAC's liability for:
 - death or personal injury caused by RENAC, its servants, agents, employees or subcontractors;
 - essential contractual obligations.

In respect to the breach of essential contractual obligations, RENAC shall be liable only for typical contractual and foreseeable damage.

- b) Subject to clause a) of this paragraph, RENAC shall not be held liable for damages caused by slight negligence.

- c) Subject to clause a) of this paragraph, RENAC shall not be liable to the Participant or any third party for any loss of, damage to, or costs in respect of:
- loss of profit, anticipated profits, revenues or anticipated savings, goodwill or business opportunity; or
 - indirect or consequential loss or damage
- regardless of whether any of the matters listed in (a), (b) and (c) above are foreseeable, known, foreseen or otherwise.
- d) Subject to condition (a) of this paragraph, the maximum liability of RENAC arising out of or in connection with any Agreement made pursuant to these T&C or any collateral contract, whether in contract, tort (in each case including negligence) or otherwise shall in no circumstances exceed either Euro 1,000 or the sum paid by the Participant to RENAC, whichever is the lower.
- e) Neither party shall be liable to the other for any failure or delay in the performance of its obligations under these T&C caused by circumstances beyond that party's reasonable control.

13 Jurisdiction and place of jurisdiction

- a) These T&C (and all disputes, whether contractual or otherwise, arising out of or in connection with them) are governed by German Law, excluding its International Private Law.
- b) The place of Jurisdiction shall be Berlin, Germany.

14 Final provisions

- a) Should individual provisions of the Agreement be or become invalid either in full or in part, the validity of the remaining provisions shall remain hereby unaffected. The fully or partially ineffective provision should be replaced by one which most closely corresponds in a legally permissible manner to the commercial purpose of the ineffective provision. This also applies to the filling of any contractual loopholes.
- b) The benefits and obligations conferred by these T&C upon the Participant shall not be assigned, delegated, transferred, sub-contracted or encumbered or otherwise made available or disposed of without the express prior written consent of RENAC.
- c) Any amendments or supplements to the Face-to-face Training Agreement shall be valid only if made in writing. There are no verbal subsidiary agreements.
- d) Notices to the Participant may be sent to the Participant either by e-mail or to the postal address set out on the Participant's registration form. Notice will be deemed received twenty-four (24) hours after an e-mail is sent or three (3) days after the date of posting. Participants are obliged to forward relevant RENAC e-mails to their corporate person in charge at once.

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- e) RENAC reserves the right to change these T&C from time to time. The Participant will be notified of any changes.

Annex: Withdrawal Form

If you wish to withdraw from the Agreement, please fill out this form and return it to us.

To

Renewables Academy AG

Schönhauser Allee 10-11

10119 Berlin, Germany

Tel: +49 (0) 30-526 895 877

Fax: +49 (0) 30-526 895 899

E-mail: info@renac.de

I/we (*) hereby withdraw from the Agreement concluded by me/us (*) regarding participation in the

booked on (date of registration) / received on (date on which the course starts)
