

**Registration and participation conditions for events (Event Terms and Conditions)*
of the Foundation for Pathobiochemistry and Molecular Diagnostics as operator of the
Reference Institute for Bioanalytics (hereinafter referred to as SPMD)**

§ 1 Scope | Definitions

- (1) The following general terms and conditions apply to events offered by SPMD as the organiser.
- (2) Events include all seminars (online and in person), training courses, conferences, meetings, debriefings and e-learning courses offered.
- (3) A consumer is any natural person who enters a legal transaction for purposes that are predominantly neither commercial nor their independent professional activity (§ 13 BGB).
- (4) An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity (Section 14 of the German Civil Code (BGB)).
- (5) The events are aimed at medical and scientific professionals in the healthcare sector (hereinafter referred to as 'participants').
- (6) Third parties within the meaning of these General Terms and Conditions for Events are external entities that are not directly affected by the decisions or actions of the participant's organisation.

§ 2 Conclusion of contract | Contract text | Contract language

- (1) The events listed on the website <https://rfb.bio/> in the News section or via QR code are only non-binding invitations to register. Events subject to a fee are aimed exclusively at participants who are entrepreneurs.
- (2) The contract is concluded upon registration by the participant and confirmation of registration by SPMD. Registration for events is always made online using the online booking form and is binding. The participant will receive an automatic email confirming that the registration has been received. The registration is considered accepted as soon as SPMD confirms the participant's participation by email. This is to be distinguished from a confirmation of receipt of the registration by SPMD. Written registrations are accepted subject to the proviso that the general terms and conditions in their currently valid version are agreed as the basis for the business relationship.
- (3) Registration is made by selecting the event and entering the required participant/invoice data in the registration form. It must also be indicated whether employer approval is required. We can only process the registration once the participant has ticked the box to accept these 'Event Terms and Conditions' or actively acknowledges them. By clicking on 'Submit', the participant submits a binding registration for participation in the event.
- (4) In the case of a paid event, the contract is only concluded upon confirmation of participation (confirmation of participation). In this case, the participant will receive an invoice for the participation fee. This is due 14 days after receipt. In the event of a participant being moved up the waiting list for a place, the participant will first receive an invitation to submit an offer to participate in accordance with the event offer and any special conditions of participation. This offer will be reviewed by us. If the review is positive,

the participant will receive a confirmation of participation, which constitutes a binding contract for participation.

(5) SPMD stores the contract text/registration information in accordance with the 'Privacy Policy for Personal Data' (available at <https://www.rfb.bio/cgi?page=Impressum#privacy>).

(6) The currently valid General Terms and Conditions are part of the registration process and must be accepted.

(7) The contract is concluded in German.

(8) The contract is concluded with SPMD, Friesdorfer Straße 153, 53175 Bonn, telephone: +49228 92 68 950 –or fax: +49 2 28 / 92 68 95 – 29 or by email: info@spmd-rfb.de

§ 3 Scope of services for e-learning offers

(1) After successfully completing the e-learning modules, the participant will receive a certificate of participation. The participant will then have unlimited access (limited to 12 months) to the purchased offer, unless otherwise specified by SPMD prior to the event.

(2) After 3 months of inactivity, the participant will be deactivated and will no longer have access to the purchased e-learning offer and their user account. The user account can be reactivated at any time by sending a written request by email to info@spmd-rfb.de, thereby regaining access to the purchased content.

§ 4 Prices | Payment terms

(1) All prices for events listed at SPMD.de/Events, in the News section or in flyers include the applicable statutory value added tax.

(2) If the event is subject to a fee, payment must be made no later than 14 days before the event, unless otherwise specified in the special terms and conditions of participation for the specific event.

§ 5 Travel/accommodation for in-person events

Travel and accommodation for in-person events are not included in the price and must be organised by the participant, unless expressly stated otherwise.

§ 6 Event documents | Event content | Access data

(1) Lectures, presentations, event documents, etc. may be protected by copyright and may not be distributed or reproduced, passed on to third parties or made publicly available without the consent of SPMD.

(2) Participants are prohibited from passing on access data for paid online events or paid e-learning offers to third parties or enabling third parties to gain knowledge of such data.

(3) Participants will receive event documents for certain events. These will be sent by email after the event and can be downloaded as a PDF document via a download link.

§ 7 Technical requirements for online events

(1) The following technical requirements must be met to participate in online events:

- Use of a current browser (Chrome, Mozilla Firefox, Safari, etc.)
- The participant requires a sufficiently powerful Internet connection
- A speaker or headset is required for audio output
- The participant needs a microphone for active participation via audio

(2) The participant will receive an email with all the necessary registration information in good time, at the latest one day before the start of the online event. The participant can dial in via a web browser, the Teams app or by telephone.

(3) For e-learning courses, the participant will receive access data for the user account via which the e-learning courses can be accessed with the declaration of acceptance.

(4) The following technical requirements must be met to participate in e-learning courses:

- Use of a current browser (Chrome, Mozilla Firefox, Safari or similar)
- The participant requires a sufficiently powerful Internet connection
- A loudspeaker or headset is required for sound output

§ 8 Cancellation | Right of termination

(1) Registration for free events can be cancelled at any time.

(2) For events subject to a fee, no processing fee shall be payable for expenses incurred up to 2 months before the start of the event. In the event of cancellations/exercise of the right of termination up to 2 weeks before the event, a processing fee of 50% of the participation fee shall be payable, unless the special conditions of participation for the specific event provide otherwise. In the event of a later cancellation/exercise of the right of termination, 100% of the participation fees for the booked event shall be due. A replacement participant may be named, if he/she fulfils any admission requirements that may apply.

(3) Cancellation must be made in writing by email to info@spmd-rfb.de

(4) The participant's statutory cancellation rights and the right of withdrawal pursuant to Section 12 of these General Terms and Conditions remain unaffected by this.

§ 9 Certificate of attendance

After participating in an event, the participant will receive a certificate of attendance by email.

The requirements for this are

1. Free events: attendance check, for example via chat
2. Paid events: attendance check via camera & microphone and active participation
3. E-learning modules: correct answers to the control questions

§ 10 Right to cancel

(1) SPMD reserves the right to cancel the event for the following reasons:

- Failure to reach the minimum number of participants by the 7th day before the start of the event
- For important reasons for which SPMD is not responsible and which were not foreseeable for SPMD at the time of conclusion of the contract, such as illness of the speaker or legal prohibitions on holding the event introduced after conclusion of the contract due to a pandemic, until the date of the event.

(2) In the event of cancellation, any payment already received by SPMD will be refunded in full to the participant.

§ 11 Right to make changes

(1) SPMD may make minor changes to the content, methodology and organisation of the event programme, provided that this does not significantly alter the benefit of the event for the participant and the overall character of the event.

(2) In the event of unforeseen circumstances preventing the speaker from attending for important reasons, such as illness or accident, SPMD shall be entitled to replace the speaker with a comparably qualified person.

§ 12 Right of withdrawal

(1) The right of withdrawal regulated in this § 12 applies only to consumers within the meaning of § 1 (3).

Cancellation policy

Right of cancellation

You have the right to cancel this contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the date of conclusion of the contract. To exercise the right of withdrawal, you must inform SPMD (Friesdorfer Straße 153, 53175 Bonn or at the email address info@spmd-rfb.de) of your decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post or email).

You can use the attached sample withdrawal form for this purpose, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period expires.

Consequences of withdrawal

If you revoke this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a type of delivery other than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days of the day on which we receive notification of your revocation of this contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund. If you have requested that the service should begin during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you inform us of the exercise of the right of withdrawal with regard to this contract in comparison to the total scope of the services provided for in the contract.

(2) The right of withdrawal does not apply to the following contracts in accordance with Section 356 of the German Civil Code (BGB):

- Contracts for the provision of services in return for payment, if the participant has expressly agreed before the start of the service that SPMD will begin providing the service before the expiry of the withdrawal period and has confirmed that they are aware that their right of withdrawal expires upon complete fulfilment by SPMD.
- In the case of a contract for a fee for the delivery of digital content not stored on a physical data carrier, if the participant has expressly agreed that SPMD will begin fulfilling the contract before the expiry of the withdrawal period,

the participant has confirmed that they are aware that their right of withdrawal expires upon commencement of the fulfilment of the contract and has provided the participant with a confirmation in accordance with Section 312f of the German Civil Code (BGB).

(3) Sample withdrawal form

(If you wish to withdraw from the contract, please complete this form and return it to us).

To

Foundation for Pathobiochemistry and Molecular Diagnostics

Friesdorfer Straße 153, 53175 Bonn

Email: info@spmd-rfb.de

I/we (*) hereby withdraw from the contract concluded by me/us (*)

for the purchase of the following goods (*)/the provision of the following service

(*)

Bestellt am (*)/erhalten am (*)

Name des/der Verbraucher(s)

Anschrift des/der Verbraucher(s)

Signature of consumer(s) (only if notification is made on paper)

Date

(*) Delete as applicable

§ 13 Warranty

The statutory warranty rights apply.

§ 14 Liability

(1) In accordance with the statutory provisions, we are liable without limitation for damage resulting from injury to life, limb or health caused by intentional or negligent breach of duty, as well as for other damage caused by intentional or grossly negligent breach of duty or

malice. Furthermore, we shall be liable without limitation for damage covered by liability under mandatory statutory provisions, such as the Product Liability Act, and in the event of the assumption of guarantees.

(2) We shall be liable for damage caused by simple or slight negligence insofar as such negligence concerns the breach of contractual obligations whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the participant may regularly rely (so-called cardinal obligations). In this case, our liability shall be limited to the foreseeable, contract-typical, direct average damage.

(3) In the event of slightly negligent breaches of such contractual obligations that are not covered by paragraph 2 (so-called insignificant contractual obligations), we shall be liable to consumers - limited to the foreseeable, contract-typical, direct average damage.

(4) Any further liability is excluded, regardless of the legal nature of the claim asserted.

(5) The above limitations of liability also apply in favour of our legal representatives and vicarious agents if claims are asserted directly against them.

§ 15 Information pursuant to the Consumer Dispute Resolution Act

We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the Consumer Dispute Resolution Act.

§ 16 Cancellation by SPMD

- (1) SPMD may cancel, postpone or move events to another venue without notice if
 - it is unreasonable or too risky to hold the event in a country for political reasons (travel warning issued by the Foreign Office)
 - the minimum number of 15 participants cannot be reached.
 - the speaker falls ill at short notice and no replacement speaker can be found.

In the event of cancellation of the event, SPMD will refund any participation fees already paid in full. Any further liability and compensation claims that do not relate to injury to life, limb or health are excluded, unless there is intent or gross negligence on the part of SPMD. This also applies to futile expenses (e.g. hotel rooms booked by participants and flight or train tickets). In all other respects, the provisions of the 'Liability' section apply.

(2) SPMD may refuse participation if there is an important reason for doing so. An important reason shall be deemed to exist if, considering all circumstances of the individual case and weighing the interests of both parties, participation cannot be reasonably expected until the end of the event.

In this case, the participant shall have no claims for compensation, regardless of the legal basis.

§ 17 Personal data

Data transmitted to SPMD will be stored in the IT system. This data will be used exclusively for the fulfilment of contractual obligations (Art. 6 para. 1b GDPR, based on your consent (Art. 6 para. 1a GDPR) or based on legal requirements (Art. 6 para. 1c GDPR).

If the participant's email address is provided to SPMD, its use for advertising purposes can be revoked at any time by sending a simple email to info@spmd-rfb.de with the subject line 'optout'. SPMD processes personal data in accordance with the provisions of the EU General

Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

Further details can be found in the SPMD's privacy policy at

<https://www.rfb.bio/cgi?page=Impressum#privacy>.

§ 18 Final provisions

(1) Subsidiary agreements, amendments and supplements must be made in writing. The requirement for the written form cannot be waived verbally.

(2) The law of the Federal Republic of Germany applies, excluding the referral provisions of international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(3) If the participant is a merchant, the place of jurisdiction is Bonn.

Status: June 2025