

Terms and Conditions

Dialogue of Civilizations Research Institute gGmbH
Französische Strasse 23, 10117 Berlin, Germany

§ 1 Scope, Definitions

- (1) For the business relationship between Dialogue of Civilizations Research Institute gGmbH (“DoC”) and the customer (“Customer”) only these conditions as effective at the time of the order shall apply. Dissenting terms and conditions of Customer are not accepted unless DoC accepts them expressis verbis in writing.
- (2) Customer is consumer if the purpose of the ordered deliverable and performance is not predominantly related with its commercial or self-employed activities. In contrast, entrepreneur is an individual or a legal entity or a private company with legal capacity who contracts exercising its commercial or self-employed activities.

§ 2 Dress code

- (1) While attending the Rhodes Forum Customer is kindly asked to wear business dress during the day and cocktail in the evening.
- (2) National costumes and religious wearing are always considered adequate.

§ 3 Contract

- (1) Customer may purchase various DoC memberships or participate in the Rhodes Forum.
- (2) Through the button „Zahlungspflichtig bestellen“ or „Jetzt kaufen“ Customer submits a binding offer to purchase a membership or to participate in the Rhodes Forum. Before submitting the order Customer may change and review the order at any time. However, the offer can only be made and submitted if Customer accepts these Terms and Conditions and includes them in his offer by clicking a respective button.
- (3) DoC will then send Customer an automatic E-Mail receipt which describes the Customer’s

offer can be printed out. The E-Mail only documents the receipt of the offer. It does not represent an acceptance of the offer. The contract is made not earlier than by sending the acceptance by DoC via a separate E-Mail ("Acceptance"). In this or in another E-Mail Customer will receive the terms of the contract (consisting of order, Terms and Conditions and Acceptance) on a permanent medium (E-Mail or hardcopy). DoC saves the terms of contract adhering to data privacy.

- (4) The contract will be made in English.
- (5) Withdrawing from the participation in the Rhodes Forum in text form until 30 days prior to the Rhodes Forum, Customer is not subject to the participation fee. Withdrawing until 15 days prior to the Rhodes Forum, the fee is 50%. Otherwise, Customer must pay the fee in full.
- (6) Customer may name in text form until three days prior to the Rhodes Forum another person who participates instead of Customer. A change of event will be treated as a withdraw and a new order to the other event.
- (7) If DoC cancels the Rhodes Forum due to organisation reasons, low demand or number or participants, force majeure or for important reasons for which DoC is not responsible, DoC reimburses to Customer the full participation fee paid.
- (8) In the participation fee for the Rhodes forum the journey and the accomodation is not included. If rooms are available in the respective event hotel, Customer will make the room reservation on his own behalf. Room quotas are generally available only for a limited period of time.

§ 4 Availability

- (1) If no DoC memberships or places at the Rhodes Forum are available at the time of Customer's order, DoC shall notify Customer in the order confirmation without undue delay. If the service cannot be provided at all, DoC will not send an acceptance. In this case, no contract is concluded.
- (2) If the service designated by Customer in the order is only temporarily unavailable, DoC also notifies Customer in the order confirmation without undue delay.
- (3) DoC reserves the necessary organizational and content-related changes in the Rhodes Forum program if this does not significantly affect the benefit to the customer. In case of

need (e.g., in case of illness), appointed speakers may be replaced by other speakers with the same qualification as to the announced topic.

- (4) DoC is liable for material defects according to the applicable legal regulations, in particular Sec. 434 et seq. Civil Code (Bürgerliches Gesetzbuch). The warranty period on entrepreneurs supplied by DoC is twelve months.
- (5) There is an additional guarantee for the goods supplied by DoC only if this has been expressly stated in the order confirmation.

§ 5 Documents

- (1) The documents made available are produced to the best knowledge. DoC cannot be held liable for the correctness, topicality, completeness and quality of the contents.
- (2) Written and electronic documents on the DoC membership and the Rhodes Forum are protected by copyright law and must not be reproduced, distributed or publicised without the consent of DoC.
- (3) Delivered goods remain the property of DoC up to the complete payment.

§ 6 Prices, Shipping

- (1) All prices stated on the website of DoC are inclusive of the applicable value added tax.
- (2) The corresponding shipping costs shall be indicated to Customer in the order form and shall be borne by Customer insofar as the customer does not exercise his right of withdrawal. Customer has to bear the direct costs of the return in case of a withdrawal.

§ 7 Payment

- (1) Customer can make the payment by direct debit, credit card or on account.
- (2) Payment is due immediately upon conclusion of the contract. If the payment is due on a certain date, the customer is already in default on the following day. In the case of default, Customer has to pay interest to DoC over the year in the amount of five percentage points above the respective base rate.
- (3) The customer's obligation to pay interest on arrears does not preclude DoC from claiming for additional damages.

§ 8 Liability

- (1) Customer may not claim for damages. This excludes any claims for damages on the part of Customer resulting from injury to life, body, health or from the violation of essential contractual obligations (cardinal obligations) as well as liability for other damages resulting from an intentional or grossly negligent breach of duty by DoC, its legal representatives and vicarious agents. Significant contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract.
- (2) In the case of infringement of essential contractual obligations, DoC is only liable for the foreseeable damage which is typical for the contract, if this is caused by simple negligence, unless Customer is claiming damages from injury to life, body or health.
- (3) The limitations of the preceding paragraphs shall also apply to the legal representatives and vicarious agents of DoC if claims are directly asserted against them.
- (4) The liability limitations resulting from the preceding paragraphs shall not apply insofar as DoC has maliciously concealed the fault or has assumed a guarantee for the quality of the goods. The same applies, insofar as DoC and Customer have made an agreement on the condition of the goods. The provisions of the Product Liability Act (Produkthaftungsgesetz) remain unaffected.

§ 9 Withdrawal

- (1) Consumers have, in principle, a right of withdrawal at the conclusion of a remote sales transaction, which DoC informs in accordance with the legal pattern below.

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period will expire after fourteen days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us (Dialogue of Civilizations Research Institute gGmbH, Französische Strasse 23, 10117 Berlin, Deutschland, Telefon +49-30-209677900, info@doc-research.org) of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post, fax or E-Mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

- (2) If Customer wishes to withdraw the contract, Customer can complete the following form and return it to DoC. However, the use of the form is not compulsory.

Model Withdrawal Form
(Complete and return this form only if you wish to withdraw from the contract.)
- To
Dialogue of Civilizations Research Institute gGmbH
Französische Straße 23
10117 Berlin
E-Mail: info@doc-research.org
- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),
- Ordered on (*)/received on (*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date
(*) Delete as appropriate.

§ 10 Data Protection

- (1) According to Sec. 33 Federal Data Protection Act (Bundesdatenschutzgesetz), DoC points out that DoC and its service providers and his friends strictly comply with the Federal Data Protection Act when storing and processing Customer data.
- (2) Customer data is stored for processing, billing and advertising purposes in the form of the name of the customer, the name of its company, its profile picture, its postal address or its company's postal address, its telephone number and its E-Mail address. Customer may at any time object to the use of his data for advertising purposes against Dialogue of Civilizations Research Institute gGmbH, Französische Strasse 23, 10117 Berlin, Germany, telephone +49-30-209677900, info@doc-research.org.
- (3) Customer agrees that Deutsche Post AG will notify DoC of the applicable current address

if a mailing could not be delivered under the previously known address (Sec. 4 Postal Service Data Protection Ordinance – Postdienst-Datenschutzverordnung).

§ 11 Final provisions

- (1) Customer is referred to the online dispute resolution platform of the European Commission (webgate.ec.europa.eu/odr). DoC does not take part in a dispute resolution procedure before a consumer complaints office.
- (2) The law of the Federal Republic of Germany exclusive of CISG shall apply to contracts between DoC and Customer. Statutory provisions restricting the choice of law and as to the applicability of mandatory regulations, in particular mandatory regulations of the state in which Customer as a consumer is habitually resident, remain unaffected.
- (3) As far as the customer is a merchant, a public-law legal entity or a public-law special fund, the court of jurisdiction for all disputes arising from contractual relations between Customer and DoC is the registered office of DoC.
- (4) Should one or more of the provisions of the contract or these Terms and Conditions be or become invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected.
