



Terms and Conditions

Ozint

November, 2022

1. Applicable terms and conditions

1.1 The following general terms and conditions apply to all agreements concluded with Ozint, unless expressly agreed otherwise in writing. In the text below, "Ozint" should be read each time as "Ozint and third parties engaged by Ozint for the performance of the agreement".

2. Scope of commitments

2.1 Agreements concluded with Ozint create a best-efforts obligation for Ozint, and not a result-based obligation. In this context, Ozint is obliged to satisfy its commitments in such a way, according to standards of due care and professionalism based on the criteria at the time of compliance, which can be required from Ozint.

2.2 Insofar as Ozint, for the proper performance of its commitments, is dependent on information from, or the cooperation by, the client, or a course participant, Ozint is released from its commitments if this information or the cooperation is not provided in a timely manner.

3. Placement and admission

3.1 Training, education, or courses offered by Ozint shall only take place in the case of sufficient enrolment. Ozint reserves the right to cancel a program up to 10 working days before a course starts due to unforeseen circumstance, including but not limited to too few participants. In such a case, program fees will be reimbursed. However, Ozint cannot accept responsibility for any travel, accommodation, or other costs incurred for a cancelled program.

4. Cancellation, dissolution, and termination

4.1 If the agreement with Ozint is dissolved, without there being a shortcoming attributable to Ozint (e.g. non-participation in an activity on the day on which people are enrolled) (to be referred to hereafter as "cancellation"), or after the period of reflection as stated in 4.1.1., the following applies. In this context, cancellation must take place in writing.

Period of reflection

4.1.1 The agreement has a period of reflection for individual private subscriptions of 14 working days. For a period of 14 days after signing of the agreement, the agreement can be dissolved without charge.

Training, education, conferences, or courses, hereafter "course"

4.1.2 In the case of cancellation of an application less than 21 days before the start of a course, the full price of the course will be owed. The enrolled participant may have someone replace them in the course.

4.1.3 Ozint is not responsible for fees outside the days of a course and therefore will not reimburse flight travel, additional accommodation fees and meals, or transportation to/from the course venue.



Performance

4.2 If one of the parties fundamentally fails in the performance of its obligations, and, after this has been expressly pointed out by the other party, these commitments are still not performed satisfactorily within a reasonable amount of time, the other party is authorised to terminate the agreement without the terminating party owing any compensation to the defaulting party. The performance/efforts provided up to the termination shall be paid in the agreed manner.

5. Payment

5.1 All prices stated by Ozint are denominated in euros (EUR/€), Icelandic Krona (ISK), or Danish Kroner (DKK). Payments must be made within fourteen days of the invoice date. Late payments can be subject to interest charges for overdue payment, equal to the legally permissible interest rate. Out-of-court collection costs will be subject to a charge of 15% of the late payment amount.

5.2 Ozint does require payment before commencing its activities. If no payment is received before the start date of a course or other agreed product, the registration will be terminated.

5.3 In case of a refund, Ozint will do so within 21 days.

6. Intellectual property

6.1 Insofar as copyrights, trademark rights, models rights, trade name rights or other rights of intellectual property apply to products and services provided by Ozint in the performance of the agreement, Ozint is and remains the owner (in accordance with third party licenses) of these rights. All modules, hand-outs, models and/or techniques that are developed and/or used in the context of the assignment, are and remain the intellectual property of Ozint. The client receives only a non-transferable right of use insofar this is necessary for the performance of the agreement. The client may only use the physical carriers of these rights for the purpose for which they were provided to the client, and may not reproduce these carriers, or change or remove the copyright, trademark, model or trade name or other identifiers. Clients, course participants or other parties may not reproduce the course material without advance written permission.

7. Liability

7.1 Ozint is not liable for any indirect loss or damage that can be attributed to Ozint. For loss or damage that is a direct result of a shortcoming attributed to Ozint, Ozint is only liable if this shortcoming is a result of wilful misconduct or gross negligence on the part of Ozint. If Ozint is required to compensate for loss or damage, the compensation amount is limited to the agreed price involved in the agreement.

7.2 Insofar as sports, physical activities or training simulations and comparable activities are part of the agreement concluded with Ozint, the participants of such activities must independently assess whether they are mentally and physically in the proper condition to responsibly take part in such activities. Ozint reserves the right to cancel a participant's participation if it is discovered, and agreed upon after external consultation, that the participant is unable to complete the physical component of the training due to pre-existing mental and/or physical conditions. In the case of an assessment that the participant cannot complete the physical component of the training due to pre-existing health conditions, Ozint is not required to refund the payment. The participant will also not receive a certification in courses where certificates are issued.

7.3 Participants or the client themselves should obtain information about the courses to determine whether such courses align with the future duties/activities of the participants. Ozint shall



provide this information upon request and advise participants or the client without obligation. However, participants or the client cannot derive any rights on this basis.

With signing a contract or agreeing in writing to a course or other product delivered by Ozint, the organisation who sends staff/ volunteers confirms that the registered participants are properly insured by the organisation and that they accept these terms and conditions.

8. Non-disclosure and registration of personal details

8.1 Ozint, its employees, contractors, subcontractors and freelancers shall hold and maintain confidential information in strictest confidence for the sole and exclusive benefit of the client. Information obtained by Ozint during the period of the agreement will not be disclosed without prior approval of the client. 'Information' means any information, data or know-how, including, but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes, designs, marketing or finances, disclosed orally or in written or electronic form. This information does not include information, data or know-how which is in the possession of the Ozint at the time of disclosure as shown by Ozint files and records prior to the time of disclosure.

By entering into an agreement with Ozint, Ozint is granted permission to automatically process the personal details obtained from the agreement. Ozint will only use these personal details for its own activities. Ozint will manage the personal details it has obtained in the legally prescribed manner, adhering to GDPR policies and regulations.

9. Complaints Procedure

9.1 In the event of a complaint, the complaints procedure will come in operation. Complaints will be treated confidentially. Complaints will be settled as soon as possible and at the latest within 4 weeks. If more time is needed to settle the complaint, the plaintive will be notified within 4 weeks with an explanation of the postponement. Additionally, an indication is given when the complaint will be settled.

CONTACT

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These terms & conditions were last modified on 18th November 2022



PRIVACY & COOKIE POLICY

Via the website of Ozint, personal data is not collected, and cookies are not used. We respect the privacy of the visitors to our website, and ensure your personal data is handled with confidentiality. Therefore, any personal data collected by Ozint is being carefully processed and secured, in accordance with the requirements for the processing of personal data laid down in privacy legislation.

THE PROCESSING OF PERSONAL DATA

While using our website, you provide us with specific types of data, including personal data relating to you. We only collect, store and use personal data that is directly provided by you (for example via our contact form or in one of the systems), or personal data where it is clear that it is being provided to us in order to process it. We will not use your personal data for any other goals, unless you have given us permission to do so or if we are legally obliged or allowed to do.

RETENTION PERIODS

We will not store your personal data longer than necessary in order to achieve the purposes as named within this privacy & cookie policy.

CONFIDENTIALITY & PROVISION TO THIRD PARTIES

We will handle your personal data confidentially. We will not provide your personal data to any third parties for the direct marketing purposes of these parties. Moreover, we will not provide your personal data to any other party, unless this is necessary for the execution of an agreement or if we are legally obliged or allowed to do so.

SECURITY

We take appropriate security measures to limit and prevent misuse of, and unauthorized access to your personal data. We ensure that only authorized people have access to your personal data, and that access to your personal data is being controlled.

COOKIES

Cookies are small information files that can be automatically be stored on, or read from the device (including a PC, tablet, or smartphone) of a website visitor, while visiting a website. This is done through the device's web browser. The information that can be transmitted by a cookie, comprises of information about the use of our website. This information can be transferred to a secured server or to the servers of a third party.

On our website, cookies are disabled.