

# General Terms and Conditions of the International Football Institute of IUNworld GmbH

#### **Preamble**

By filling out the application form on the website of the International Football Institute and sending the data by clicking on the "Register for a fee" button and confirmation by the International Football Institute, a contract between the applicant/participant and IUNworld GmbH is concluded.

The contractual partner is IUNworld GmbH, Steinheilstraße 4, 85737 Ismaning, Germany. The International Football Institute is an institute of IUNworld GmbH.

This contract is subject to the following conditions:

For reasons of readability, the masculine form was chosen in the text. Nevertheless, the information refers to all genders.

## 1. Scope of application, subject matter of the contract

The International Football Institute is active in the field of non-academic education and training in sport. These Generel Terms and Conditions (GTC) apply to all English-language programs offered by the International Football Institute (hereinafter: IFI).

The IFI offers the following programs in English:

- CASv (Certificate of Advanced Studies virtual)
- 4-week programs
- Intensive seminar

The applicant registers bindingly for the chosen program. The face-to-face classes of the intensive seminar takes place in the IFI training rooms in Ismaning or at the chosen location. The location, time and duration of the teaching units will be announced by the IFI in good time and can be viewed on the website at any time.

The CASv and the virtual 4-week programs are purely virtual programs.

The CASv are carried out in cooperation with a state-recognized university, which is responsible for awarding the certificate. Reference is made to paragraph 3.

All programs are conducted in English. In this respect, the participant should meet the language requirements of an English level B2.

## 2. Online contract conclusion, written form

With this online registration, the applicant bindingly registers for the selected program at the fees specified in each case. After registration, the applicant will receive a confirmation of his/her registration by e-mail via and as an attachment to these General Terms and Conditions (GTC) and the cancellation policy.

Within the limits of free participant places and after payment of the corresponding full program fees, the applicant will be accepted as a participant in the selected program.



When the applicant registers and the applicant receives the registration confirmation, a legally effective but revocable contract is concluded.

#### 3. Entry requirements

The entry requirements for the programs are as follows:

#### • CASv (completion of CAS certificate incl. ECTS credits):

Entrance qualification for a university of applied sciences or comparable university entrance qualification. In addition, proof of a coaching license, experience in football as a coach and/or player or a degree in sports science/sports management should be provided. Participants of the CASv with a technical college entrance qualification or a comparable university entrance qualification will receive a CAS certificate with corresponding ECTS points after successful completion of the CASv program. Proof of the admission / admission requirements presented must be proven by certified copies of the relevant documents.

## CASv (CAS Institute Certificate without ECTS credits):

No entry requirements required. However, a coaching license, experience in football as a coach and/or player or a degree in sports science/sports management should be verifiable. Participants without a corresponding advanced technical college entrance qualification or comparable university entrance qualification will receive a corresponding institute certificate without ECTS credits upon successful completion of the CASv program.

• There are no entry requirements for the **4-week programs** and the **intensive seminar**.

English level B2 is required for all programs.

#### 4. Fees for the selected program and their due date

Fees are charged for the IFI programs. These fees are detailed in the enrolment process. With the binding registration and confirmation of registration, the participant will receive an invoice for the respective participation fee.

The monthly participation fees are due upon invoicing.

The participant will only be admitted to the selected program after paying the full invoice amount.

The fees do not include, for example

- the cost of additional work equipment,
- accommodation costs and meals.

A shortfall in the regular program duration does not lead to a reduction in fees.

#### 5. Method of payment

The participation fees must generally be paid to the IFI after confirmation of registration and receipt of a corresponding invoice.

# 6. Obligations of the applicant

The applicant undertakes to

- to pay the fees shown in the registration process after invoicing.
- to comply with the course schedule and program regulations, if available.
- Adhere to the house rules that are posted in the respective IFI premises.
- to use the materials provided only in accordance with copyright standards.
- Immediately notify us of any changes to his/her data, in particular his/her name and address, including his/her email address and telephone number.
- send a CV as well as his/her sporting career and a copy of your ID to the IFI.
- Send copies of any existing trainer licenses to the IFI.



#### 7. Obligations of the IFI

Once a place on a program has been confirmed, the IFI undertakes to provide the applicant with proper training on the basis of the course handbook / module handbook respectively the program regulations as amended from time to time.

The program takes place in semi-virtual format or purely virtual format, depending on the program booked. There may therefore be face-to-face teaching as well as virtual events and virtual learning phases.

The IFI provides the participant with the specialist knowledge required to achieve the program objective through careful theoretical and practical instruction and qualified teaching staff and guarantees professional and pedagogical support from the lecturers and tutors. These services can also be provided by appropriate partners who are directly involved in the participant's program (including software and hardware providers) or, if required, by the partner universities.

As part of the program, the participant is allowed to use the in-house training facilities after consultation with the IFI.

The IFI provides the applicant with classrooms, workspaces and learning materials for the training points outlined in the learning plan in the attendance phase (intensive seminar) and gives the applicant the opportunity to participate in the attendance and online offerings of the respective courses and seminars in Germany and abroad.

The IFI assumes no liability for failures at the training sites and classrooms.

## 8. Program structure

The exact program description can be found in the course and module descriptions respectively in the program regulations. These are available for download on the IFI learning platform.

#### 9. Regular duration of the IFI programs

The regular duration of the programs is:

- CASv 6 months
- Institute certificates 6 months
- 4-week programs 4 weeks each
- Intensive seminar 4 days (including 2-week virtual preparation and follow-up)

#### 10. Contract duration and cancellation, extension if the regular program duration is exceeded

The contract has a minimum term equal to the duration of the booked program. The right to ordinary cancellation is mutually excluded for this period, the right to extraordinary cancellation remains unaffected.

## 11. Special cancellation rights of the IFI and the applicant

In the event that the minimum number of 16 participants is not reached, the IFI reserves the right to postpone or cancel the start of the program or the location (intensive seminar) without compensation. In such cases, the applicant is entitled to withdraw from the contract without giving reasons. This shall not give rise to any liability for damages on the part of the IFI, except in the case of intent.

# 12. Special right of cancellation

The IFI is entitled to

- misconduct by the participant, such as cheating during examinations, physical attacks on other participants or members of the IFI, or
- statements that are likely to damage the reputation of the IFI in public and statements that are likely to disparage or denigrate other participants or members of the IFI



shall be entitled to terminate the contract. The participant concerned must be heard before the cancellation is pronounced.

#### 13. Right of whitdrawal

The applicant or participant has the right to revoke this contract within 14 days without giving reasons. The cancellation period is 14 days from the day the contract is concluded. In order to exercise the right of withdrawal, the applicant or participant must inform the IFI of their decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post, fax or email). In order to meet the cancellation deadline, it is sufficient for the applicant or participant to send notification of their exercise of the right of cancellation before the cancellation deadline expires.

## 14. Details of the participant, data protectio

By registering, the applicant accepts that the personal data provided will be processed for the purpose of processing and fulfilling the contract.

The IFI would like to point out that applicants must provide their correct address details. The IFI reserves the right to take legal action in the event of non-compliance. Applicants are advised that the data collected will be stored by the IFI in machine-readable form and processed within the scope of the purpose of the contractual relationship. The IFI guarantees the confidential treatment of this data. By registering, the applicant agrees to the storage of his/her data. He/she is entitled to view his/her data at any time and, if necessary, to have details changed or deleted.

The applicant authorises the transfer of his/her data by the IFI to the relevant partners (including software and hardware providers) and the partner university directly involved in the participant's program.

The current version of the IFI's privacy policy applies (<a href="https://www.international-football-institute.com/datenschutz/">https://www.international-football-institute.com/datenschutz/</a>).

## 15. Virtual teaching

The IFI points out that as part of a teaching or other virtual event, sound, image and video transmissions can occur and thus public reproductions of the course. This is done to fulfill the teaching and educational mandate and is inevitably associated with virtual events. Any consent from the participants will be obtained before recording, if necessary.

The recording will be made available to the limited circle of all participants registered for this course via the IFI learning platform.

Recordings of (online) courses can only be made available to participants as part of virtual teaching as long as the rights of third parties are not violated. There is no right to have the (online) courses recorded.

Participants are expressly prohibited from making sound and/or image recordings of virtual and/or virtually provided events or having them made by third parties, as well as from any sound and/or image recordings of virtual and/or virtually provided events distribute, reproduce, broadcast or make publicly available. The same applies to the recording of face-to-face events.

The participant cannot derive any rights (e.g. remuneration) from any consent to recording.

The participant's consent to recording can also be implied and can be revoked at any time with future effect from the IFI.

## 16. Limitation of Liability

The IFI is only liable for damages that are based on an intentional or grossly negligent breach of duty by the IFI, its legal representatives or vicarious agents. Liability for injury to life, body and health remains unaffected.



In the event of a breach of essential contractual obligations, the claim for damages is limited to the typically foreseeable damage if this was not caused intentionally or through gross negligence, unless it concerns claims for damages resulting from injury to life, body or health. Essential contractual obligations are those whose fulfillment is necessary to achieve the goal of the contract and on whose compliance the contractual partner trusts and can regularly rely.

Liability is not accepted for valuables belonging to participants or damage caused by theft. The participant is liable for any culpable damage to classrooms, furnishings, learning materials and machines.

#### 17. Copyright, rights of use

All materials, software used and other content of IFI events and courses are protected by copyright. Participants may use this data for their own training or further education purposes. Any dissemination of content or teaching materials or any other infringement of these copyrighted materials is not permitted without written authorisation.

### 18. Final provisions, applicable law, place of jurisdiction, severability clause

Amendments and supplements to this contract must be made in writing. Verbal additional agreements do not exist and are ineffective.

Insofar as the written form is provided for in these General Terms and Conditions, the sending of an e-mail or fax also corresponds to this written form.

The contract between the applicant and IFI and all resulting legal relationships are subject to German law, excluding the conflict of laws rules. The relevant provisions of the IPRG and the LugÜ apply to applicants from Switzerland. As far as legally possible, German law shall apply and the place of jurisdiction shall be Munich.

Should any provision of these GTC be invalid or contestable, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision by way of contract interpretation which comes closest to the invalid provision in economic and legal terms.