

Terms and Conditions for CentoAcademy®

1. Under the label CentoAcademy®, CENTOGENE AG, Am Strande 7, 18055 Rostock, Germany (hereinafter referred to as “CENTOGENE”) offers courses and master classes to certain medical professionals (the “Participants”) regarding the sequencing, analysis and interpretation of genetic samples in connection with and by using CENTOGENE’s products and the products of CENTOGENE’s suppliers.
2. Each CentoAcademy® may have its own content, topic, teachers and course material as announced in advance.
3. Entrance to and participation in a CentoAcademy® must be booked by each Participant through binding sign-up to a certain CentoAcademy® on the website form under <https://www.centogene.com/science/centoacademy-master-courses.html> and the respective course fee must be paid in advance. With a successful sign-up for a CentoAcademy® CENTOGENE and the Participant form an agreement (the “Agreement”) for participation in the respective CentoAcademy®. These terms and conditions are part of such Agreement.
4. CENTOGENE reserves the right to cancel/terminate the scheduled CentoAcademy® class with a notice period of 21 days before the scheduled start date, if less than 4 participants have registered for the respective class until then. Please consider this for your bookings and reservations accordingly, CENTOGENE will refund the respective course fee but cannot refund any resulting cancellation costs.
5. Sign-in Participants can use our contact form to request more information on CentoAcademy® from CENTOGENE, and to subscribe to the CentoAcademy® or other CENTOGENE newsletters. To be able to use these services, the following information may be required, depending on the method by which you wish to be contacted:
 - your E-Mail address
 - your full name
 - your gender
 - your academic title
 - your telephone number
 - your postal address
 - your clinic/institution name and address;

Depending on your registration and your choice of payment, you may also be asked to provide the following additional information, either by E-Mail or in writing:

- your department name and address
- your fax number
- VAT number
- your curriculum vitae for reasons to check your sufficient medical education.

No other personal data need to be provided. CENTOGENE needs the information to provide you with the desired services, specifically to provide the information you requested, or to contact you for the purposes you requested. Your data will not be used for any other purposes and, except as indicated otherwise herein (see Sec. 10 below) and in our [Data Privacy Policy](#), not be disclosed to any third parties without your consent, unless expressly permitted or required by applicable law.

6. The handouts, materials, course contents and live explanations (together the “**Content**”) of each respective CentoAcademy® have been prepared diligently and with great care in accordance with the current state of scientific and technic knowledge as known to CENTOGENE. However, CENTOGENE does not guarantee and is not liable in any way for correctness, completeness, currentness and accuracy of the Content provided in a CentoAcademy®.
7. The course book, leaflets, written materials and/or explanations handed out to the Participant (together the “**Tangible Content**”) are protected by copyright law and constitute intellectual property of CENTOGENE. Such Tangible Content is only provided to a Participant of the CentoAcademy®. All intellectual property rights in the Tangible Content or parts thereof, particularly regarding reprints, reproduction, copying and/or translation, remain with CENTOGENE. Unless prior written approval by CENTOGENE has been obtained, Tangible Content or parts thereof may not be reprinted, reproduced, distributed or publicly broadcasted, particularly in digital form or by electronic communication systems, in any currently known or yet unknown media, also not for educational purposes.
8. Any know-how, data, documents, materials and information regarding CENTOGENE’s business, which are not available in the public domain and which are not included in the Content or Tangible Content disclosed in the course of the CentoAcademy® (“**Confidential Information**”), shall be held strictly confidential by the Participant and shall not be disclosed, revealed or otherwise made available by Participant to any Third Party, without the prior written authorization of CENTOGENE. The same shall apply to any Confidential Information disclosed with regards to the activities to be provided under the Agreement before the Effective Date. This does not apply to such Confidential Information that
 - (a) Passes into the public domain, or becomes generally available to the public through no fault of the Participant;
 - (b) Was known to the Participant prior to disclosure hereunder by CENTOGENE;

- (c) Is disclosed, revealed or otherwise made available to the Participant by a Third Party that is under no obligation of non-disclosure and/or non-use to CENTOGENE;
 - (d) Is required to be disclosed under Applicable Laws or by court order; provided, however, that the Participant shall furnish CENTOGENE with as much prior written notice of such disclosure requirement as reasonably practicable, so as to permit CENTOGENE, in its sole discretion, to take appropriate action in order to prevent CENTOGENE's Confidential Information from passing into the public domain or becoming generally available to the public.
9. Insofar as the Participant sends in a sample to be analyzed during the CentoAcademy®, CENTOGENE will use its best endeavors to always prepare test results and genetic summaries based on the newest available and published scientific findings. Due to the inherent risks associated with such rapidly developing findings and the difficulty determining their true accuracy, CENTOGENE will not be liable for the accuracy and/or completeness of the data, including the test results, and or the genetic summaries except for intentional or gross negligent conduct. In particular, CENTOGENE will not be liable for any damages caused by any incorrect evaluation of genetic summaries, or any incorrect diagnosis based on genetic summaries, by the Participant or any other third person with access to a genetic summary created in the CentoAcademy®.
10. Apart from the aforementioned limitations in Sec.97, the following shall apply:
- (a) CENTOGENE is only liable for damages caused by slight negligence if such are due to a material breach of duty, which endangers the achievement of the objective of the CentoAcademy®, or to a failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of the Agreement.
 - (b) In cases of foregoing para. (a), liability is limited to the damages which are typical for a course like a CentoAcademy® and which could have been foreseen and shall not exceed the amount paid by the Participant with regard to the CentoAcademy®. This shall also apply to damages caused by the gross negligence of an agent or an employee of CENTOGENE, who is not an officer or executive of such CENTOGENE.
 - (c) In cases of foregoing para. (a), CENTOGENE shall not be liable for any indirect damages, consequential damages and loss of profit.
 - (d) With the exception of liability (i) under the German Product Liability Law, (ii) for defects after having given a guarantee for the quality of the products (*Beschaffheitsgarantie*), (iii) for fraudulently concealed defects, (iv) for personal injury, loss of life or bodily harm and for (v) willful intent, the above limitations of liability shall apply to all claims for damages, irrespective of their legal basis.
11. Each CentoAcademy® may be supported by one or several sponsors ("**Sponsors**"), who for example provide the consumables used during such CentoAcademy® for analyzing or sequencing. These Sponsors have been disclosed to the Participant and the Participant agrees that his personal data is disclosed to the Sponsors in connection with the CentoAcademy® and that the Sponsors may contact the Participant after the CentoAcademy®.

12. Each Participant has been informed about and provided his consent for the creation and usage of pictures and video material ("**Media**") as prepared during the CentoAcademy® by CENTOGENE and in which the Participant may be included or appear. Such Media may be used by CENTOGENE in all known and unknown media, including but not only on the webpages www.centogene.com and www.centomd.com, for print (e.g. brochure, flyers, posters, magazine features, etc.) on DVDs, in Videos, in social media (e.g. Twitter, Facebook, YouTube, etc.), combined with other media, texts, pictures or video material, in each case inter alia for the all internal and external purpose including advertising, marketing, promotion, product add-ons or other similar purposes for the benefit of CENTOGENE AG. The Media may be used by CENTOGENE free-of-charge, worldwide, unrestricted in time and purpose. Participant agrees to have no further rights in the pictures and video material that all rights in the pictures and the video material belong to Centogene and Participant has no right or claim to further remuneration for the usage of the pictures and video material by CENTOGENE.
13. The Agreement is concluded for the specific CentoAcademy® to which the Participant registered.
 - (a) The right to termination without notice for good cause shall not be affected thereby.
 - (b) Any termination of this Agreement must be notified to the other Party in writing.
14. Place of performance is Rostock, Germany. The exclusive place of jurisdiction for all disputes arising from or in connection with the Agreement shall be the District Court of Berlin, Germany. This shall not apply to summary proceedings for orders to pay debts (Mahnverfahren).
15. The Agreement regarding the CentoAcademy®, these terms and conditions, and all contracts between CENTOGENE and the Participant regarding the performance and the service provided by CENTOGENE within a CentoAcademy® shall be made and governed by German substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
16. The Agreement and these terms and conditions represent the entire provisions on the contractual subject matter hereunder. No side agreements have been made. Changes and amendments to or cancellation of the Agreement require written form. The same applies to any provision by which the written form requirement is contracted out.
17. Should any of the provisions in the Agreement regarding the CentoAcademy® or these terms and conditions be invalid or unenforceable, this shall not affect the remaining provisions. The Parties agree now that they will replace the invalid or unenforceable provision with a valid and enforceable provision which comes as close as possible to the economic purpose of the replaced provision. The same applies if any gaps are discovered in the provisions.