



General Terms and Conditions (AGB)

Terms and Conditions of seinodernichtsein GmbH for Keto Live E-Learning-Conferences

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1. General:

Welcome to Keto Live Project!

(1) The offer provided by Seinodernichtsein GmbH (hereinafter referred to as SONS) with its registered office at

Stadtplatz 116, in 84489 Burghausen, Germany,

can be accessed at <https://www.keto-live.com/> It is an E-Learning-Conference for Continuous Medical Education CME and Continuous Professional Development CPD set up on the Coursepath E-Learning-Platform in a certified E-learning format certified/accredited by professional/ medical chambers (e.g. Bavarian Medical Association BLÄK) or other international associations (e.g. EACMME®) for various professional groups (e.g. physicians and medical professionals, nutritionists and dietitians) and all other interested users (hereinafter referred to as E-Learning-Conference). Coursepath Privacy Policy <https://www.coursepath.com/privacy>

(2) The SONS offer is marked as chargeable.

(3) Payment is processed via registration with Coursepath and then directly via the payment service "Mollie" <https://www.mollie.com/uk>

(4) The contractual partner of the participant/user is seinodernichtsein GmbH in Germany, German law applies.

The place of jurisdiction is the registered office of seinodernichtsein GmbH, Burghausen.

2. Scope of Application

(1) These General Terms and Conditions apply exclusively. General terms and conditions of the customer shall not apply and are hereby excluded. Customer's contractual terms and conditions shall not become part of the contract even if SONS does not expressly object to them.

(2) SONS provides its users/participants with Keto Live E-Learning-Conferences on topics relevant to Continuous Medical Education (CME) and Continuous Professional Development (CPD) in a wide range of areas. SONS reserves the right to update, change or correct the content provided at any time.



(3) These E-Learning-Conferences entitle the Participant/User to acquire CME/CPD credits or evidence of continuing education hours. The Keto Live E-Learning-Conferences are valid for one year from the date of certification by the responsible bodies in Germany and Switzerland or two years in the case of EACCME® certification.

3. Conclusion of contract/registration

(1) Each user/participant may only register once. In doing so, the participant/user undertakes to provide the data required for registration completely and truthfully. SONS must be notified of any changes without delay.

(2) This is personal access. The Keto Live E-Learning-Conference is restricted to this user/participant only and a specific period (within one year of CME/ CPD certification within Germany and Switzerland and two years by the accreditation of the EACCME® and its participating countries). The user/participant may not pass on the password for his/her access and thus the opportunity to attend the SONS E-Learning-Conference to third parties, neither to family members nor to colleagues.

(3) By registering and booking on www.keto-live.com, coursepath the Customer agrees to the validity of these General Terms and Conditions and thus submits a binding offer to conclude a contract.

(4) The contractual relationship concerning the use of chargeable services provided by SONS comes into effect through agreement to the General Terms and Conditions, the respective acceptance by SONS and receipt of payment. The e-learning conference will then be activated immediately and the participant/user can complete the e-learning conference without delay.

(5) SONS reserves the right to reject the participant's/user's offer without giving reasons.

4. Availability

(1) For the use/participation in the Keto Live E-Learning-Conference, any Internet-accessible device, (e.g. computer, laptop, tablet or smartphone) and a current Internet browser (e.g. Chrome, Firefox, Edge, Safari) with the minimum levels of operating systems (e.g. Windows 7 or higher, Mac OS 10.7 or higher) to display PDF and videos are required. The user/participant must create the technical requirements for the use of the service himself. Any costs incurred in this connection shall be borne by the participant/user.

(2) SONS shall endeavour to provide permanent access to the e-learning conferences. However, availability at all times is not guaranteed. In particular, access may be temporarily restricted for technical reasons due to maintenance and/or repair work. SONS shall inform users in good time of the performance of planned work and its scope through a notice on its E-Learning platform.

5. Access to the E-Learning Conference

(1) Access to the Keto Live E-Learning-Conference is generally password-protected through remote data transmission using the access data allocated to the customer.

(2) The access data are only valid for one user.



(3) The customer is obliged to keep the access data and passwords secret and to prevent unauthorized use of the e-learning conference by third parties.

(4) In the event of misuse SONS is entitled to block access.

(5) Customer shall be liable for any misuse for which he is responsible.

(6) In the event of further development of software platforms and other technical developments of the system by SONS, it is the responsibility of the customer to independently take the necessary adaptation measures for the software and hardware used by the customer the following information from SONS.

6. contents and term

(1) The content accessible to the customer within the framework of the e-L-Conference is specified in the table of contents, from which the agreed nature of the conference content is also derived.

(2) The e-learning conference shall be available to the customer within the year for which the CME/CPD certification is valid, irrespective of the date of conclusion of the contract.

(3) The contract ends automatically at the end of the CME/CPD certification validity period.

7. Remuneration / Terms of Payment

(1) For invoicing purposes, the relevant prices - including statutory value-added tax - on the website www.keto-kive.com at the time of the order are relevant.

(2) If the participant/user has not used all training hours or training points by the end of the contract, these lose their validity based on the "use-them-or-lose-them" principle and expire. The participant/user will not be reimbursed for unused points.

(3) Payments, for the registration to the Keto Live E-Learning-Conference must be made in advance in each case.

(4) Payment is necessary for the contract to come into force. For booking and contract conclusion, participants/users are automatically redirected to the platform of Coursepath. Via Coursepath the payment service Mollie is activated and the participant/user can pay by the accepted payment possibilities (e.g. Mastercard, Visa, American Express direct debit or Paypal)

(5) SONS-and Coursepath use the services of Mollie only for the processing of transactions and in this context share personal data of the User/Participant with Mollie. The requirements of the Basic Data Protection Regulation are guaranteed.

(6) After successful payment, receipt of the data from this payment platform, access to the Keto Live E-Learning Conference - the access link - will be sent automatically to the registered participant/user and activated for instant access (please note the objection period 8.).



8. Right of objection

1) The participant/user may revoke his/her contractual declaration within fourteen days in writing. The participant/user must take note of the GTC (AGB) before placing the order. The revocation period begins with the date of the order, i.e. receipt of payment.

(2) In the event of an effective revocation, the mutually received services have to get returned.

(3) However, the right of withdrawal does not apply if and as soon as the user/participant has started using the e-learning conference by logging in to the Keto Live E-Learning-Conference on the Coursepath platform using their link provided by SONS before the withdrawal period has expired

9. Liability / Limitation of Liability / Certification

(1) Medical Advice Disclaimer

The Information provided by seinodernichtsein GmbH, the Keto Live Project e.V. or by the European Keto Live Centre - Information and Training Centre for Ketogenic Metabolic Therapies is not implied to be a substitute for professional medical advice, it is provided for educational purposes only - for both alike medical professionals and patients. You assume the full responsibility for how you choose to use this information. Be aware that "Ketogenic Metabolic Therapies" are a powerful medical tool. Do not start such therapy on your own - especially not if you already have a medical condition or take any kind of medication. Always seek the advice of your physician or other qualified healthcare providers before starting any new treatment or discontinuing an existing treatment. Talk with your healthcare provider about any questions you may have regarding a medical condition. All medical information on the treatment of NCD, on our Website, in our Conferences, interviews, handouts or books is intended to be used for medical diagnosis or treatment by physicians, nutritionists or dietitians trained in Ketogenic Metabolic Therapies only. Patients should use these contents as important information to start an informed conversation with their doctors and healthcare providers. To enable them to make a clear and conscientious decision about their health and treatments.

(2) The Keto Live E-Learning-Conference is conducted by qualified lecturers, physicians and scientists. Before publication, the E-Learning-Conference goes through a certification process of the responsible international chambers (e.g. BLÄK, EACCME®). Should there be a reason for complaint, please send an E-mail to info@seinodernichtsein.com with your complaint, SONS will make every effort to correct the service to your satisfaction.

(3) SONS accepts no liability for damage caused by force majeure, riots, acts of war, pandemics or natural disasters or other events for which it is not responsible.

(4) SONS does not guarantee that the use of the content, of the contributions, does not infringe the property rights or copyrights of third parties. The provider is not aware of any such rights to date.

10. Term / Termination

(1) The agreed Keto Live E-Learning-Conference has a fixed term following clause 1. (3).

(2) Upon termination of the term, the contract ends automatically.

(3) The right of each party to extraordinary termination for good cause remains unaffected.



11. Data protection / Rights

(1) SONS shall treat the User's/Participant's data confidentially and observe the relevant data protection regulations. All information on the subject of data protection is listed in the data protection declaration.

(2) The content provided by SONS is protected by copyright.

(3) The user/participant shall not be granted any ownership or exploitation rights to the content or programs provided.

(4) SONS reserves all rights resulting therefrom, in particular the right to reprint, translate, reproduce by photomechanical or similar means, store and process with the aid of EDP or distribute in computer networks - including excerpts.

12. Final provisions / Collateral agreements

(1) Should one or more provisions of this contract are or become invalid, this shall not affect the validity of the remaining provisions. In this case, the statutory provisions shall apply.

(2) If SONS waives enforcement of these General Terms and Conditions in an individual case, this shall not be deemed an amendment of the same.

(3) Verbal collateral agreements do not exist. Supplementary or deviating agreements must be in writing to be valid.

Status: January 31, 2021, Burghausen, seinodernichtsein GmbH.

These GTCs (AGB) apply in their current version, updated and available on the Keto Live Project website <https://www.keto-live.com/>

Translated with www.DeepL.com/Translator.