Akedah International ApS – General Terms and Conditions

This document represents the entire agreement between Akedah International ApS and any client with respect to this subject matter. These legal terms are applicable to all written statements of Akedah International ApS for applicants and/or clients as well as statements from the applicants and/or the clients which are provided by internet, e-mail and/or fax to the other contracting party. With booking and/or ordering any service and/or product from Akedah International ApS the client agrees with these following General Terms and Conditions.

Article 1. Definitions

1.1. In these Terms and Conditions, please note that:

- "Akedah" means Akedah International ApS.
- "Akedah and/or its Staff" means Akedah International ApS, Klaus Ferdinand Hempfling, employees, assistants, representatives, agents and/or other staff members of Akedah International ApS.
- "Event" means any kind of course, seminar, coaching, mentoring, education, schooling, advice-session, phone-coaching, consultancy and/or event organized by Akedah International ApS.
- "Client" means any person, firm and/or company with whom Akedah International contracts and/or any person that is present upon and/or using any facility, service and/or Event of Akedah International ApS.
- "Website" means hempfling.com and/or akedah-international.com
- "in writing" / "written" means both letters and e-mail.

Article 2. General Terms

2.1. Any Client must be 18 years or older, or have their parents or legal guardian's permission to attend the Event.

2.2. The information delivered during any Event, course and/or any other type of transmission is provided in good faith for educational purposes; it should not be relied on as a substitute for independent legal, financial, tax and/or other professional advice regarding a specific business and/or personal issue.

2.3. The rights of the Client that derive from the Agreement with Akedah cannot be assigned nor transferred to anybody, and any such attempt may result in termination of this Agreement, without liability to Akedah.

2.4. For any Events and/or services offered by Akedah, the Client shall receive a description. A binding booking and/or purchase order on the basis of such description of services can be made in writing either by mail, fax, email and/or on the Website.

2.5. The Agreement shall only be concluded by means of a written confirmation from Akedah, which is communicated to the Client.

2.6. Akedah strongly recommends that at the time of booking the Client purchase comprehensive insurance to cover items including but not limited to loss of booking amount through cancellation, loss and/or damage to personal baggage, loss of money and medical expenses.

2.7. Parts of the event-contents may be conducted on a higher physical and mental level, including but not limited to practical issues around horses, different types of Body Awareness and expression exercises. The Client attends entirely at its own risk. In any case and especially in case of doubt the Client should seek medical and/or any other kind of information and/or advice before the event.

2.8. The Client has the right to not participate and/or step out of any kind of exercise at any time.

2.9. No kind of accommodation, meals and/or traveling opportunity is included in the Event fee unless clearly stated otherwise.

2.10. Any service other than purchased by the Client, included but not limited to accommodation, meals and/or traveling opportunity which might be offered by the personnel of Akedah is always to be considered as a private service from the person who is offering it and is not part of this Agreement nor is Akedah and/or its Staff liable for any costs and/or damages resulting from such service.

2.11. If Akedah offers any service parallel with the Event, including but not limited to restaurant, food, beverages, accommodation and/or camping, which is not included in the Event fee, Akedah is never obligated to provide any of these services if the Client may find them also in the surroundings of the venue within 20 kilometers. In case the suggested services are not provided, Akedah is not liable for any resulting costs, disadvantages and/or damages and this Agreement will remain valid.

2.12. Visa and/or national regulations have to be read and observed by the Client. Please note that clients are not eligible for student visas. Clients should please contact a local Danish embassy and/or consulate for further information and/or application of a visa if required. In case a visa is required it is the sole responsibility of the Client to obtain the required visa. Akedah is not in any way responsible for failure to obtain any required visa, nor is it liable for any damages resulting from such failure. In any case this Agreement remains valid.

2.13. The Client agrees not to violate any kind of local, national and/or international law and/or regulation during the use of facilities and/or presence upon the premises and/or Events of Akedah.

2.14. Information about accommodation, catering, traveling, shopping and/or carpooling possibilities etc. of any kind are always personal and/or private services given in the best intention, for which Akedah and/or its Staff shall never bear responsibility and/or liability.

2.15. Any photographs, descriptions and/or advertising issued, and any descriptions and/or illustrations contained in the description of the events, advertisements, brochures and/or on the Website of Akedah, are issued and/or published solely to provide an approximate idea of the Event(s) and/or services. They do not form part of the contract.

2.16. Copyright notices, brand names and/or trademarks shall not be removed.

2.17. The Client consent and authorize Akedah to collect, use and disclose their personal information for the purposes of administering their enrolment and providing them with any services associated with their booking.

2.18. The Client is liable for all damages to the facilities and/or premises of Akedah caused by the Client's (and if applicable by the members of the Client's family and/or other persons for which the Client has the legal responsibility) negligent, reckless, or willful actions. Akedah expressly reserves the rights to claim damages.

2.19. In the event of an injury of the Client (and if applicable for the members of the Client's family and/or other persons for which the Client has the legal responsibility) during the entire stay upon the premises and/or use of the properties of Akedah, Akedah reserves the right to arrange for all necessary medical treatment for which the Client shall be fully financially responsible. This temporary authority will remain in effect during the entire stay upon the premises of Akedah or until terminated in writing by the Client. Akedah reserves the following rights:

2.19.1. The right to seek appropriate medical treatment or attention for the Client (and if applicable for the members of the Client's family and/or other persons for which the Client has the legal responsibility) on the Client's behalf as may be required by the circumstances, including but not limited to that of a licensed medical physician and/or hospital.

2.19.2. The right to authorize medical treatment or medical procedures in an emergency situation.

2.19.3. The right to make appropriate decisions regarding clothing, bodily nourishment and shelter.

Article 3. EVENTS

3.1. The Client agrees with the Event goals and delivery methods.

3.2. Unless otherwise stated, all Events, courses, lectures, discussions, exercises and other activities and information are conducted in English. However, Akedah reserves the right to have interpreters present during the event.

3.3. The Client is required to wear suitable clothing during the Event, in particular suitable footwear during horse work.

3.4. All materials provided within the scope of Events may only be used for the personal use and may not be forwarded and/or otherwise be made available to third parties. Akedah expressly reserves the rights to claim damages.

3.5. Akedah does not offer academic degrees nor is Akedah obligated to grant any kind of license(s), statements of participation and/or references in general and/or of success.

3.6. In case a license is granted, Akedah and/or Klaus Ferdinand Hempfling reserve the rights to revoke this license under the conditions as specified together with the license.

3.7. Unless a written license is granted, the Client is not entitled to advertise with, work in the name of, use and/or refer to Akedah and/or Klaus Ferdinand Hempfling.

3.8. Akedah is not obligated to offer any professional, advance and/or continuation Event(s).

3.9. The Client is aware that the teaching methods and philosophy of Klaus Ferdinand Hempfling are by some people called “controversial”.

3.10. The form, content, exercises and teaching methods of the Event are determined during the Event by Klaus Ferdinand Hempfling, assistance and/or teachers; they can choose the themes and subjects totally free and there is no curriculum to which the content of the lessons should align.

3.11. Klaus Ferdinand Hempfling may at any time suggest, offer and provide any kind of tasks in the context of personal development and/or coaching, which means: the assistance and support in relation to personal development, with all the consequent assessments, evaluations, actions and/or tasks in this field.

3.12. Klaus Ferdinand Hempfling has the rights to name and/or discuss all subjects, also about the personality and/or believes of a Client, because it always reflects his personal opinion and is to be understood in the context of coaching, also in the sense as mentioned in section 3.11.

3.13. Please note that the contact with horses might be dangerous and risky, and therefore advice and/or guidance sometimes must be given in loud, clear and concise terms. The same applies to any kind of exercises where the words of Klaus Ferdinand Hempfling, his assistants and/or teachers have to be clearly understood and/or distinguished among other people and/or loud noises.

3.14. It is prohibited for anyone except Akedah and/or its Staff, and those acting with its authority and permission to make any type of recordings, including but not limited to photos, audio and/or video recordings, upon the premises of Akedah and/or during its activities, furthermore it is prohibited to publish any material and/or parts of it. The Client is liable for any damages that the violation of this Agreement might cause; Akedah and/or its Staff expressly reserve the rights to claim damages.

3.15. The Client agrees to maintain professional and courteous behavior at all times during the Event and/or presence upon the premises of Akedah.

3.16. Akedah shall not warrant that the Client will successfully complete any Event and/or that a specific performance level will be reached.

3.17. The Client of any Event does accept the eventual presence of any additional number of assistants, helpers, guests, groups and/or other persons being passively or actively present during the lessons and/or exercises at the wish of Akedah; this means that Events may be unlimitedly combined.

3.18. If the Client does not show up for a booking the Client will not be entitled to any refund.

3.19. Parts of the teaching might be conducted by licensed teachers, assistants and/or other helpers.

3.20. Each participant shall be responsible for compliance with the Event requirements according to these Terms and Conditions and the Event description.

3.21. Unless stated otherwise in the Event description, a course day starts at 9:30 in the morning until 13:00 and continues from 15:00 to 17:30. In general there will be a break of 15 minutes after a period of 45 minutes of teaching. During the schooling time Klaus Ferdinand Hempfling, his assistants and/or his teachers are giving the lectures and are designing the content of the Event. Akedah reserves the right to change the starting, ending and/or pause time(s) if necessary for the Event, like in the case of working with horses and/or in case of unpredictable circumstances and/or any circumstance beyond the control of Akedah, as long as the entire Event time is maintained.

Article 4. ENROLMENT, FEES & PAYMENT

4.1. Akedah reserves the right to move the dates of the entire Event (starting and related ending dates) as well as country where the Event is starting; in this case the Client is entitled to give written notice to terminate the Agreement within a deadline of 14 days after the written notification of the alteration(s), in which case already paid fees will be refunded in full. Additional expenses are not compensated by Akedah, nor is Akedah liable for any other losses including but not limited to travel, moving and/or accommodation.

4.2. Akedah reserves the right to postpone the starting date of the Event; in case one or several days of the Event have not been taking place, and the missing time has not been replaced during the event, then the Client is entitled to a partial refund according to the missed days related to the total amount of schooling days. Additional expenses are not compensated by Akedah, nor is Akedah liable for any other losses including but not limited to travel, moving, accommodation and/or loss of free time. In any case this Agreement will remain valid.

4.3. The announced starting, ending and schooling dates of the Event are given in the best intentions. Akedah reserves the right to change the schooling dates inside the Event schedule as long as the total amount of schooling days is maintained. Under no conditions is Akedah liable for any losses including but not limited to travel, moving, accommodation and/or loss of free time resulting from such changes and this Agreement will remain valid.

4.4. Any photographs, descriptions, illustrations and/or advertising issued concerning the location and/or venue are made in the best of knowledge regarding practicability. All information about the location and/or venue is described as general options and is independent of the Event content and the actual and practical execution of the Event. Akedah reserves the right at any time to change the location and/or venue within the same country due to unpredictable circumstances, impracticability and/or any circumstance beyond the control of Akedah, as long as it does not affect the Event content. Akedah will fulfill the principle necessities for the execution of the Event. The Client is not entitled to any refund nor is Akedah liable for any losses including but not limited to travel, moving, accommodation and/or loss of free time resulting from such changes and this Agreement will remain valid.

4.5. Akedah reserves the rights to accept or reject any purchase, enrolment, application and/or booking.

4.6. Akedah reserves the right to reject any horse the Client would like to bring or has already brought, in which case Akedah is not liable for any costs and/or loss resulting from this decision including but not limited to (additional) transporting and/or stabling costs.

4.7. The Event(s) is designed in a way that the Client in principle attends without horses, and to attend with horse requires explicit, written approval and invitation from Akedah; even after such approval is given, section 4.6 remains valid.

4.8. Enrolment will be confirmed after required payment.

4.9. All Events and/or products, unless otherwise stated, are subject to VAT at the current rate.

4.10. If any deposit, enrolment fee, installment, down-payment and/or final payment is not received by the due date, Akedah reserves the rights to cancel the Agreement immediately without any obligation from Akedah, any monies paid by the Client in relation to the booking will be forfeited to Akedah and Akedah is not liable for any resulting costs, disadvantages and/or damages.

4.11. If applicable, the down-payment is due to be paid within 14 days after receiving confirmation from Akedah that enrolment is possible. The full Event fee is due to be paid in total not later than 6 weeks before the start of the Event. If the booking takes place within 6 weeks before the start of the Event, full payment is due immediately or after written permission from Akedah at the beginning of the Event.

4.12. Unless agreed on beforehand in writing by Akedah, all invoices shall be paid without deduction and plus statutory VAT within 14 days upon receipt of the invoice.

4.13. Any amount paid by the Client to Akedah is non-refundable unless stated otherwise in these Terms and Conditions; furthermore under no conditions is Akedah liable for any costs, disadvantages and/or damages.

4.14. Special conditions, payments by installments and/or other forms of payment will not be accepted.

4.15. Akedah reserves the rights to change its fees and/or policy in the future without prior notice. Any such change shall be posted on the Website for public access.

4.16. In case of a default in payment Akedah may demand default interest at the rate of 5% above the current base interest rate.

Article 5. COPYRIGHT

5.1. All provided materials are protected by copyright under National and International Law and Treaties.

5.2. All material, including but not limited to data, information, text, photo, graphic, audio and/or video, or parts of it, shall not be stored, recorded, published, broadcasted, reproduced, duplicated, copied, sold, sublicensed, rewritten, or redistributed by any other means in any medium or form without express written permission from Akedah.

5.3. The license granting the use of the provided materials is limited to the Client only and is non-transferable. Unless otherwise stated, the provided material may only be accessed, listened to, viewed by and/or otherwise used by the Client on one device at the same time. In case multiple people are accessing, listening, viewing and/or otherwise using the provided material an individual license for each of those persons is required.

5.4. Failure to comply with the terms of this warning may expose you to legal action for copyright infringement and/or immediate exclusion from any course and or event organized by Akedah including future ones and we may bring legal proceedings against you, seeking monetary damages including but not limited to legal costs, and/or an injunction to stop using those materials.

5.5. The provided content may contain visible and/or invisible tracking information which can be used to personally identify the Client.

5.6. If you become aware of any use of our copyright materials that contravenes or may contravene the license above, please report this by email to: info@akedah-international.com.

Article 6. ACCOMMODATION & STABLING

6.1. Accommodation (applicable if used and/or rented).

6.1.1. Prices are based on a daily rate unless otherwise stated.

6.1.2. Deposit

6.1.2.1. A minimum €200.00 cash deposit must be paid on check-in if requested.

6.1.2.2. The paid deposit will be returned at check-out if the Client followed these terms and conditions regarding the accommodation and common law.

6.1.3. Check-in and check-out must take place between 10:00 and 18:00 unless otherwise agreed and stated on the booking confirmation.

6.2. Every Client is obliged to keep the room(s), bathrooms, toilets and/or showers clean and tidy and to keep the general level of standards at the premises. In case these standards are not met, the Client may be asked to improve it or on the Client's own expense find alternative accommodation. The Client is liable for any losses including but not limited to damages, additional expenses and/or work for Akedah resulting from such behavior. In case the Client is required to leave, the Client is not entitled to any refund nor is Akedah liable for any disadvantages, costs and/or damages.

6.2.1. Rooms (applicable if used and/or rented).

6.2.1.1. The room(s) is/are available from 13:00 on the day of arrival.

6.2.1.2. The room(s) must be vacated at 11:30 on the day of departure at the latest. If the room is vacated later than 11:30 on the day of departure, the customer will be charged for an additional day.

6.2.1.3. Cleaning of the rooms takes place daily between 10:00 and 18:00. If the cleaning is prevented and/or made difficult because of luggage and/or other items belonging to the guest, Akedah is entitled to leave the cleaning undone on the day in question. Towels are replaced when needed. In case of stays beyond 3 days, bed linen is changed when needed.

6.2.2. Camping at the Akedah premises (applicable if used and/or rented).

6.2.2.1. A separate set of Camping Rules must be signed by arrival and may be requested before booking.

6.3. In case accommodation is included in the Event fee.

6.3.1. Akedah reserves the rights to accommodate the Client in locations and/or accommodations necessary for the Event, including but not limited to ships, motels and/or hotels.

6.3.2. In case the accommodation is advertised as "single room", Akedah reserves the rights to accommodate the Client together with one other person in a "double room" for a maximum period of 5% of the entire Event duration due to travel, unexpected and/or unforeseen reasons and/or circumstances.

6.3.3. In case the accommodation is advertised as "single room", Akedah reserves the right to accommodate the Client together with another client in a double cabin on a ship, in case the stay on a ship is part of the Event, travel and/or particular teaching methods to support the transmission of certain topics including but not limited to personal development, social awareness and management of crisis.

6.3.4. Akedah reserves the rights to change the offered accommodations and/or location of a long term Event(more than 3 months) within Europe at any time during the school period; in such case the costs for transport will be paid by Akedah unless otherwise stated in the Event description.

6.4. Horse stabling (applicable if used and/or rented).

6.4.1. Stabling, bedding, straw and hay is included in the stable renting price, any other costs are to be paid by the owner, including but not limited to farrier, worm tests/cures, vaccination, additional vitamins/minerals, riding equipment, grooming equipment, veterinary treatments and/or transport.

6.4.2. There might be possibilities to turn out the horse on pasture, but there is no guarantee of how often, how long and how large the areas are. Akedah provides suitable facilities in accordance with the local rules of animal welfare but without any assurance of certain space, stabling and/or pasture.

6.4.3. The horse owners/carers are responsible for, and take care of, their horse(s), they feed and groom their horse(s), clean the stables, boxes, pastures, riding arena etc. according to the Akedah guidelines.

6.4.4. Safety instructions and other rules and/or guidelines, written and/or oral, from Akedah and/or its Staff should be followed.

6.4.5. Under no conditions are Akedah and/or its Staff liable for any behavior, costs, injury, damage and/or other loss of the Client horse(s) neither on the premises of Akedah nor before, after and/or resulting from the stay upon the premises of Akedah.

6.4.6. At any time the Client is liable for their horse(s) including but not limited to liability for damages, injuries and/or any other losses. Akedah expressly reserves the rights to claim damages resulting from the Client's horse(s).

6.4.7. Akedah strongly recommends that at the time of booking the Client purchase comprehensive insurance to cover their horse(s) including but not limited to liability, equipment, damage, medical expenses and/or any other kind of losses.

Article 7. VISITING & "HOUSE-RULES"

7.1. Any Client, guest and/or visitor has to treat the other people including teachers and the assistants in a friendly and respectful manner and is obligated to follow and accept the house rules. In case of any doubt in this regard, Akedah reserves the rights to oblige the Client to find other accommodation at the Client's expense; the Client shall not be entitled to any refund of fees already paid, nor is Akedah liable for any other losses including but not limited to travel, moving and/or accommodation costs. Furthermore, Akedah expressly reserves the rights to claim damages.

7.2. Guests of Clients

7.2.1. Clients may only invite guests if they have been reported to and approved by Akedah beforehand.

7.2.2. The terms and conditions as set forth in this document also apply to the Client's guests and the Client is responsible for the acts and/or behavior of their guests.

7.2.3. The Client's guests are only allowed to stay on the premises of Akedah between 10:00 and 18:00 and are not allowed to participate in and/or observe the Event.

7.3. Pets are not allowed on the premises of Akedah.

7.4. Guests must present valid ID showing they are of legal drinking age in order to purchase alcoholic beverage.

7.5. Access to the premises of Akedah is only allowed by permission of Akedah and only in the designated areas.

7.6. In case of acts and/or behaviors that damage the reputation of Akedah and/or its Staff, Akedah reserves the right to terminate this Agreement and shall be entitled to exclude the Client from the Event. Furthermore, Akedah and/or its Staff expressly reserve the rights to claim damages. In addition, after exclusion the Client shall not be entitled to any refund of fees already paid, nor is Akedah liable for any other losses including but not limited to travel, moving and/or accommodation costs.

7.7. Akedah shall not be held responsible for damage, disappearance and/or theft of valuables, luggage and/or other properties in the room(s) and/or on the rest of its premises.

7.8. Lost/forgotten and found properties in the room(s) and/or the rest of the premises of Akedah are kept for no more than 3 months after departure. Forwarding of items is possible against payment of a handling and packaging fee of currently DKK 200, with the addition of necessary postage and/or transport costs.

7.9. Akedah cannot guarantee available parking spaces, and they cannot be reserved in advance. Akedah shall not be held responsible for theft of and/or in the parked vehicle and/or vandalism.

7.10. If any Client has a medical problem and/or disability which may affect their stay, Akedah should be advised in order to make provision for the particular needs of the person(s) concerned, or advise if it is not possible to make such provision. If details are not provided to Akedah at the time of booking, Akedah reserves the rights to cancel the booking and/or participation should it be unable to make appropriate provision for a specific need(s); the Client shall not be entitled to any refund of fees already paid, nor is Akedah liable for any other losses including but not limited to travel, moving and/or accommodation costs.

7.11. Each Client, guest and/or visitor agrees to respect and protect the privacy of Klaus Ferdinand Hempfling, guests, visitors, teachers, assistants, other staff of Akedah and other clients; the insights into private matters are provided in trust and must be kept confidential and protected by the Client.

7.12. The Client is obligated to observe and obey all posted rules and warnings, and to follow any written and/or oral instructions and/or directions given by Akedah and/or its Staff.

7.13. The Client is obliged to maintain the calm and quiet atmosphere of the premises of Akedah in general and especially between 22:00 in the evening and 7:00 in the morning.

Article 8. CANCELLATION & TERMINATION

8.1. Each Client may, at any time, leave the Event without providing a reason. After leaving the Client shall not be entitled to any refund of fees already paid, nor is Akedah liable for any other losses including but not limited to travel, moving and/or accommodation costs.

8.2. Impracticability or breach of obligations of the Client

8.2.1. Akedah may cancel Events in case of Impracticability, sickness of the lecturer and/or any cause beyond the control of Akedah. In case of cancellation of the Event by Akedah, already paid fees will be refunded in full or at the Clients wish transferred as payment for another event. Additional expenses are not compensated by Akedah, nor is Akedah liable for any other losses including but not limited to travel, moving and/or accommodation costs.

8.2.2. In case of deliberate and/or negligent breach of obligations of the Client, Akedah shall be entitled to exclude the Client from the Event and the Client shall not be entitled to any refund of fees already paid, nor is Akedah liable for any other losses including but not limited to travel, moving and/or accommodation costs. Furthermore, Akedah expressly reserves the rights to claim damages.

8.3. Upon termination of the Agreement the Client is committed to leave the premises of Akedah immediately.

8.4. In case any fees are refunded, they are refunded without correction and/or compensation including but not limited to any kind of interest, changes in the exchange rate and/or any other kind of direct and/or indirect losses.

Article 9. Risks & Release of liability

9.1. Working with animals and/or related equipment, including but not limited to farming, gardening and/or exercise equipment, always involves risk of accidents; participation in any Event or part of it is on the Client's own risk and responsibility, whether the Client is with a horse or not.

9.2. The Client indemnifies Akedah from any legal liabilities resulting from the misuse of any of its websites and/or resources.

9.3. Under no conditions are Akedah and/or its Staff liable for any costs, injury, damage and/or other loss of the Client and/or their property outside the premises of Akedah including but not limited to travel and/or shipment of the Client and/or their horse(s).

9.4. The Client acknowledges that there are certain inherent risks associated with the activities and/or interactions with animals and/or related equipment which may result in damage to property, bodily injury and/or death. The Client knowingly assumes full responsibility for personal injury to themselves (and if applicable for the members of the Client's family and/or other persons for which the Client has the legal responsibility) and further releases and discharges Akedah and/or its Staff for injury, loss and/or damage arising out of the use of facilities and/or presence upon the premises of Akedah.

9.5. The Client agrees to indemnify and defend Akedah and/or its Staff against all claims, causes of action, damages, judgments, costs and/or expenses, including attorney fees and other litigation costs, which may in any way arise from their (and if applicable for the members of the Client's family and/or other persons for which the Client has the legal responsibility) usage of facilities and/or presence upon the premises of Akedah.

9.6. Clients are required to have health insurance valid in the location(s) where the activities are held for the duration of the Event. Akedah and/or its Staff are not responsible for medical expenses incurred by the Client during the Event.

9.7. In case the Client is a minor, a parent or legal guardian of the Client is required to agree to these Terms and Conditions and sign the "Akedah International ApS - Release Form" in order to release Akedah and/or its Staff of Liability and to release Right of publicity. In case the "Akedah International ApS - Release Form" is not signed Akedah reserves the rights to deny access to the Event and/or its premises.

Article 10. RIGHT OF PUBLICITY RELEASE

10.1. The Client grant to Akedah and/or its Staff, and those acting with its authority and permission, the absolute and exclusive right and permission to at any time and any place to record, create, copyright and use, re-use, copy, modify, adapt, distribute, publish, display, exhibit and otherwise use, either in whole or in part, any photographs, videos and/or other type of recordings for commercial, internal and/or business purposes in any type of productions and/or publications, including but not limited to online use or in any educational, advertising, marketing and promotional materials.

10.2. The Client agrees that the publications may or may not contain attributions specifically identifying the Client or any of the Client's property and waives any right to inspect or approve the finished product or products or any other type of production and/or other type of publication.

10.3. The Client releases, discharges and agrees to hold Akedah and its Staff from any and all liability that has or may occur or be produced in the taking of said recordings or any subsequent process thereof, as well as any publication thereof.

10.4. Akedah shall have the right to modify, reproduce, display or otherwise disseminate the recordings, in whole or in part, provided that any modifications or alterations made do not significantly alter or misrepresent the original content.

10.5. The Client hereby grant Akedah an irrevocable, perpetual, non-exclusive, transferable, worldwide license (with the right to sublicense) to use, copy, publish, stream, store, retain, publicly perform or display, transmit, scan, reformat, modify, edit, frame, translate, excerpt, adapt, create derivative works and distribute (through multiple tiers), any material that the Client provides to Akedah and/or its Staff during the Event including but not limited to text, photos and/or videos unless otherwise stated in writing by the Client beforehand of providing the material.

10.6. The Client will receive no compensation from Akedah other than any goodwill and publicity that may be received relating to the publication, distribution or other use of the recordings as set forth in these Terms and Conditions.

Article 11. LEGAL APPLICATION

11.1. The Agreement and these legal terms are governed by the law of Denmark. Legal domicile Denmark.

11.2. Any legal and/or equitable claim that may arise from participation in the above shall be resolved under Danish law.

11.3. Invalidity and/or unenforceability of these Terms and Conditions:

11.3.1. In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the

maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.

11.3.2. Should a clause of these Terms and Conditions be null and void, the invalid clause will be replaced by a new legally binding clause that best approximates the invalid clause.

11.4. Conflicting and/or deviating conditions of contractual partners of Akedah shall not apply, even if they are not contradicted when concluding the contract.

All correspondence shall be directed to:

Akedah International ApS
Nabgyden 54
5600 Faaborg
Denmark

E-Mail: info@akedah-international.com

Snedsted, 25 January 2013