

## Istituto di Gestalt Human Communication Center Italy Scuola di Specializzazione in Psicoterapia

Riconosciuta dal Ministero dell'Istruzione, dall'Università e dalla Ricerca (DD. MM. 9/5/94 - 7/12/01 - 24/10/08 - 28/4/11)

Sedi riconosciute: Siracusa - Palermo - Milano



## **GENERAL TERMS AND CONDITIONS**

1) In order to participate in the training events organized by the Institute of Gestalt HCC Italy srl, delivered in presence or in e-learning mode (synchronous and asynchronous), it is necessary to make the online reservation/registration by filling in the appropriate event form published on the Institute's website at <a href="https://www.gestalt.it">www.gestalt.it</a> and <a href="https://www.gestalt.it</a> and <a href="https://www.gestalt.it">www.gestalt.it</a> and <a href="https://www.gestalt.it</a> and <a href="https

Users who would like, also, to obtain CME (Continuing Medical Education) credits, must expressly indicate this in the aforementioned booking/registration form.

- **2)** After sending the reservation/enrollment request, the user will receive, from the Institute of Gestalt HCC Italy srl, an e-mail confirming that he/she has successfully enrolled in the requested event, or that the said request has not been accepted.
- **3)** Acceptance of the Registration Form constitutes express adherence to these general terms and conditions with respect to the Gestalt Institute HCC Italy srl. With the acceptance, the Contractor also guarantees the truthfulness of the data he/she has entered and communicated through the registration procedures.
- 4) Within and no later than the working days indicated in the confirmation e-mail, referred to in point 2 of these terms and conditions, the user undertakes to make payment of the relevant registration fee for participation in the training event, and of the supplementary fee in case of request for CME credits. In the event that a period of less than the number of working days indicated in the confirmation email elapses between the booking date and the event, payment of the registration fee must be made no later than the day before the starting date of the booked event. Such payment must be made by bank transfer to the address indicated in the confirmation email.

Within 10 working days from the date of receipt of the confirmation email, and in any case no later than 8 days before the date of the event, the user may exercise his or her right of withdrawal in accordance with the provisions of Articles 64 et seq. of Legislative Decree 206/2005 (Consumer Code).

**5)** After sending the registration request and purchasing the event, the User will receive, from the Gestalt Institute HCC Italy srl, a confirmation email. This email, if the course is held in asynchronous e-learning mode, contains the codes (User ID and password) for access to the course.

If the course is held in synchronous e-learning mode, the User will receive at least 4 hours before the start of the training module an email with the link to participate in the event. The Institute of Gestalt HCC Italy srl cannot be held responsible, under any circumstances, for not receiving the confirmation email. The user may in any case request a copy of the link through the email info@gestalt.it

- **6)** The Username and password assigned may be used to access the Course and restricted areas of the Portal only by the Contractor. They may not be transferred to third parties or used by anyone other than the Contractor. The Contractor must promptly notify the Gestalt Institute HCC Italy srl of any theft or any kind of intrusion into access to the Course and Portal by third parties. The Institute of Gestalt HCC Italy srl, if it detects anomalies in the use of username and password, reserves the right to terminate the validity of the "account" and take action directly against the Contractor. If the 'Institute of Gestalt HCC Italy srl should, moreover, detect an improper use of the "account" will immediately suspend the provision of the service, without any kind of responsibility, and reserves the right to take legal action against the Contractor, to be compensated for any damage suffered.
- **7)** Any cancellation/withdrawal by the user must mandatorily be received, by registered letter with return receipt to be forwarded to the Administrative Secretariat of the Gestalt Institute HCC Italy srl, Via S. Sebastiano 38 96100 Syracuse, or by fax to be sent to +39.0931. 465668, within 10 (ten) working days from the receipt of the e-mail confirming the registration, referred to in point 2 of these terms and conditions; in any case, the possibility of withdrawal in the 7 (seven) days prior to the starting date of the booked event is excluded, for synchronous events. In case of withdrawal within the terms, the credit

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may be used for enrollment in another training event. Alternatively, and upon formal request of the user, the Gestalt Institute HCC Italy srl will refund in full the amount paid, retaining 50 euros for secretarial fees. In any case, the right of withdrawal cannot be exercised after the Contractor has made, even before the expiration of the 10-day period, the first access, with his own username and password and viewed even partially the content of the chosen course or training event.

**8)** In the event of failure to exercise the right of withdrawal within the terms set forth in the preceding article, absence for any reason whatsoever or the renunciation of participation in the booked training event shall not entitle the participant to any refund of the fee. It is the right of the Institute to recognize, for those members who are unable to participate due to legitimate impediment or force majeure, the transfer of the registration fee to the next edition or to another training event organized by the Institute.

In any case, the right to claim any refund, even partial, of the registration fee paid is expressly excluded. In the event of failure to exercise the right of withdrawal within the terms set forth in the preceding article, absence for any reason whatsoever or the renunciation of participation in the booked training event shall not entitle the participant to any refund of the fee. It is the right of the Institute to recognize, for those members who are unable to participate due to legitimate impediment or force majeure, the transfer of the registration fee to the next edition or to another training event organized by the Institute.

In any case, the right to claim any refund, even partial, of the registration fee paid is expressly excluded.

- **9)** The Institute of Gestalt HCC Italy srl for organizational reasons and at its sole discretion, reserves the right to cancel in whole or in part or postpone the starting date of the event, giving notice, by publishing a special notice on the Institute's website. In case of cancellation, the registration fees received will be refunded, with the exclusion of any further charge or obligation to be borne by the Gestalt Institute HCC Italy srl. Any other form of compensation or reimbursement in favor of the contractor is expressly excluded.
- **10)** Participants in the training event are required to:
- a) use any materials and equipment provided with the utmost care and diligence;
- b) strictly adhere to the prescribed rules of safety and conduct;
- c) not make, without the prior written consent of the Institute staff, video and/or audio recordings or photographs at the venues where the training events are held, or during the events themselves, even if conducted on an online platform or by videoconference;
- (d) not make copies or take away documents of which they come into possession while at the venues where the events are held, or even if held on an online platform or by videoconference.

In the event that a participant fails to comply with the above directions, it is the right of the staff of the Gestalt Institute HCC Italy srl to demand the return of any material that has been stolen or photocopied and/or to remove and/or no longer admit to the training events the participant responsible for the violations referred to in letters a), b), c) and d) of this article.

In such cases, no refund, even partial, of the registration fee paid shall be due.

11) Ownership and use of the content of the courses are regulated by the rules on Copyright.

Relative to asynchronous online courses, for the duration of course enrollment, the Client acquires a license to use the course and its content.

The license of use provides:

- a) only the Customer who is the holder of the login can access the use of the course. Therefore, the Customer must keep his or her login access data securely, preventing others from accessing it;
- b) the Customer will be able to access the course content only by online access via the Internet. An Internet connection of adequate bandwidth capacity is required for the proper use of the service;



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- c) the Client will not be able to store course content locally on his/her PC or otherwise, except for content in PDF format;
- d) the Client shall not perform any action that can be considered reverse engineering on the material available to him/her provided by the Gestalt Institute HCC Italy srl through its platform.

The Contractor agrees not to divulge information learned during the courses, not to pass it on to others, and not to conduct or have others conduct courses based on said documentation. The Gestalt Institute HCC Italy srl reserves the right to take legal action against the Contractor to be compensated for any damage suffered. This article will remain effective between the parties even after the current general terms and conditions of the contract cease to be valid.

- 12) Access to the e-learning portal for asynchronous courses by the contractor will be possible 24 hours a day. If, during the period of fruition of the Course, for technical problems of any nature the server should not be online for a period exceeding 24 consecutive hours, the Institute of Gestalt HCC Italy srl will only be required to add the period of interruption to the remaining days of attendance of the course by the contractor. The contractor must promptly report the detected lack of connection to the email address info@gestalt.it. The Gestalt Institute HCC Italy srl shall not be held liable in any way for periods of missed connection of less than 24 consecutive hours or for interruptions, even of longer duration, occurring outside the period of attendance of the Course by the Contractor. The Institute of Gestalt HCC Italy srl will not, furthermore, be held responsible in any way for any connection problem due to the Contractor and/or the failure of his equipment, or from problems related to the provision of the Internet access service used by the Contractor.
- **13)** Upon completion of the course attendance, and completion of the verification tests where required, a certificate of attendance in pdf format will be emailed to the contractor. Participants who attended at least 80 percent of the entire training event will be issued certificates attesting to attendance.

Where provided for by the course, the issuance of CME credits (reserved exclusively for participants who have expressly requested them at the time of registration) will be conditional on the effective possession of all the requirements of current CME regulations, communicated on the course website.

- **14)** The Gestalt Institute HCC Italy srl is not liable for goods, valuables and objects left unattended or forgotten in the venues where the events are held, as well as for direct or indirect damages for facts pertaining to interpersonal relationships between participants.
- **15)** These General Conditions prevail over any differing provisions and conditions that may be contained in the application for registration for the training event forwarded by the user and over any other verbal or written agreement previously made between the parties.

For anything not covered by these General Conditions, the provisions of the Civil Code, the Consumer Code (Legislative Decree 206/2005) and special laws shall apply where applicable.

**16)** Any dispute arising in connection with the application of these general conditions of contract shall be the exclusive jurisdiction of the Syracuse court (Italy).

**Specific approval of the clauses under Articles 1341 and 1342 Italian Civil Code**. Pursuant to and for the purposes of Articles 1341 and 1342 Civil Code, the contractor expressly approves clauses No. 6 (Use User-Name and Password), 7 (Right of Withdrawal), 9 (Course Cancellation), 11 (Copyright, User License and Confidentiality Obligations), 12 (Limitations of Liability and Technical Inconvenience), 15 (Applicable Law) and 16 (Jurisdiction).