



## General Terms and Conditions for E-Learning and Online Courses

### 1. Scope

1.1 These General Terms and Conditions apply for the use of e-learning courses of Hailo-Werk - Rudolf Loh GmbH & Co. KG, Daimlerstr. 8, 35708 Haiger, Germany, hereinafter Provider.

1.2 These General Terms and Conditions apply exclusively. General terms and conditions, including any purchase terms of the contract partner, will not apply and are hereby expressly excluded. Terms of contract of the contract partner will not be a part of any contract even if the Provider does not expressly reject them.

1.3 With the purchase order the contract partner declares their agreement to the validity of these General Terms and Conditions.

### 2. Conclusion of the contract / Availability of courses

2.1 The published prices, special offers and descriptions do not constitute an offer and may be withdrawn or varied by the Provider at any time before the purchase order is expressly accepted.

2.2 The Provider will make every effort to ensure that the courses displayed are available. However, it cannot guarantee that all courses are available at the time of the purchase order. Should the Provider be unable to process or fulfil the purchase order of the contract partner, the Provider may reject it without further liability. If this occurs, the Provider will inform the contract partner accordingly and refund all payments already made for the product.

2.3 A purchase order given by the contract partner constitutes an offer to the Provider to participate under these terms of use in the course selected by the contract partner. All purchase orders given by the contract partner are subject to subsequent acceptance by the Provider. A course can be ordered either using the registration form provided on the website or in paper form.

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2.4 The Provider will only effectively accept the offer, and the contract will only come about, when the Provider has given the access information (user name and password) to the contract partner.

### 3. Access to the courses and duties of the contract partner

3.1 The e-learning offer is directed solely at commercial users.

3.2 The tests integrated in the courses must be passed in order to obtain a certificate of participation. The certificate of participation only certifies the acquisition of knowledge in respect of the current legislation and technology. Under certain circumstances further criteria may need to be fulfilled in order to demonstrate capability and/or proficiency within the meaning of occupational health and safety legislation. The participant themselves, or their employer, are responsible for the fulfilment of these criteria by the participant.

3.3 In registering for the course the participant confirms that they have sufficient mastery of the particular language used in the course to understand the content.

3.4 Access to the courses is generally password-protected and gained by electronic data interchange using the access details provided to the contract partner.

3.5 The access details are valid for one user only.

3.6 The contract partner is obliged to keep the access details and passwords secret and to prevent unauthorised use of the courses by third parties.

3.7 The Provider will have the right to block access in the event of abuse.

3.8 The contract partner will be liable for abuse for which it is responsible.

3.9 The contract partner is responsible for meeting the technical requirements for access to the courses, particularly in respect of the hardware and operating system software used, the internet connection including assurance of the connection speed, the current browser software and acceptance of the cookies transmitted by the Provider's server, and to that extent will bear all costs associated with meeting these requirements. The Provider will inform the contract partner on request of the particular browser to be used.

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3.10 In the event that the Provider upgrades the software platforms and other technical components of the system, it is incumbent upon the contract partner, following notification by the Provider, to take the necessary measures to adjust to the software and hardware used by the contract partner.

#### 4. Scope of service / Restrictions on use / Provider's right of alteration

4.1 The content accessible to the contract partner for the purposes of a course will be set out in the service description, which also defines the agreed quality of the course.

4.2 The e-learning courses are in principle available 24 hours a day seven days a week, enabling an availability equivalent to 98% of the calendar year. Availability is calculated using the formula:  $\text{availability} = (\text{total time} - \text{total out time}) / \text{total time}$ .

4.3 The Provider will have the right to vary or restrict the content of the courses or to replace content and to modify modules reasonably in respect of their content, in particular to reduce or expand them to a reasonable extent. If such a change leads to a material restriction of a course available to the contract partner under the licence agreement, it will have the right to terminate the agreement without notice. The right of termination can be exercised within a period of eight weeks from occurrence of the material restriction.

4.4 Statements and explanations concerning the courses in the Provider's advertising material and on its website and in the documentation are to be understood solely as a description of the content and quality and not as a guarantee or warranty of a particular property.

#### 5. Rights of use / Period of use / Consequence of abuse of rights of use

5.1 Under the licence agreement and the following provisions, the contract partner receives the simple and non-transferable right, limited to the duration of the licence agreement, to participate in the course ordered.

5.2 The right of participation during the term of the agreement comprises access to the course concerned and the right to retrieve (online) learning content on a data processing device (computer) belonging to the contract partner or a third party for the participant's own learning purposes.

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5.3 Participation in the courses is limited to the contract partner. The retrieved documents are only for the contract partner's own use during the period of use.

5.4 Any transfer, in particular the sale, leasing, letting or lending of courses, their content or documents, is prohibited.

5.5 Elements of the computer programs belonging to the courses may not be collected, reproduced, copied to further data carriers or stored on retrieval systems for external use by unauthorised third parties.

5.6 Use of the e-learning course licence is limited to a period of 90 days from commencement of the agreement unless a different duration is specified in the service description.

5.7 The Provider will have the right to take technical measures to prevent any use beyond the contractually agreed extent, in particular to install the corresponding access blocks.

5.8 The contract partner does not have the right to use devices, programs or other means which serve to bypass or disable the Provider's technical measures. In the event of an infringement by the contract partner, the Provider will have the right to block access to the courses immediately and terminate the agreement without notice. This will be without prejudice to other rights and claims of the Provider, in particular claims to compensation.

5.9 The licence agreement does not cover the statutory right to make a copy pursuant to section 53 of the German Copyright Act (UrhG).

## 6. Rights of the Provider

6.1 The content provided by the Provider is protected by copyright.

6.2 All rights established thereby, in particular those of reprinting, translation, communication in photomechanical or similar ways, storage and processing with the aid of IT or processing in computer networks – even in extract form – are reserved for the Provider or authors and licence-holders.

6.3 The contract partner will not receive any ownership or exploitation rights whatsoever in the content or programs provided.

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6.4 Brand names, company logos, other distinctive signs or proprietary notices, copyright notices, serial numbers and other features which serve to identify the Provider or the entity granting the right of use, or individual elements thereof, may not be removed or modified.

## 7. Fee / Adjustment of the fee / Payment terms

7.1 The fee to be paid by the contract partner for participation in a course is set out in the service description.

7.2 The fee for participation in a course must be paid in advance of the course.

## 8. Liability for defects, guarantees and warranties

8.1 A material defect exists if the course does not have the contractual quality within the meaning of section 4.1 and its suitability for the purpose of the agreement is thereby nullified or reduced.

A minor restriction of suitability will be disregarded.

8.2 The contract partner must inform the Provider in writing without delay of any defects, faults or losses that occur.

8.3 The Provider will remedy defects within a reasonable period of time after receiving a verifiable description of the defect from the contract partner.

8.4 A right of termination for deprivation of use according to section 543 (2) no. 1 BGB will only exist if the defect has not been remedied within a reasonable period of time or the remedy is to be regarded as having failed.

8.5 No warranty is given that use of the courses does not infringe the property rights or copyrights of third parties or cause harm to third parties. The Provider is not aware of any such rights at present.

8.6 The Provider does not accept any responsibility for the courses being suitable for the purposes of the contract partner.

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8.7 This will be without prejudice to the right of the contract partner to demand compensation in accordance with the provisions of section 9 below if the statutory requirements are met.

## 9. Limitation of liability

9.1 The liability of the Provider for damages and reimbursement of expenses is limited to EUR 5,000, regardless of the grounds for liability.

9.2 The limitation of liability pursuant to section 9.1 will not apply if a loss is founded on intentional or grossly negligent conduct or fraudulent concealment on the part of the Provider or its vicarious agents or for losses which are founded on a breach of obligations for the fulfilment of which the Provider offered a guarantee or for losses arising from loss of life, physical injury or damage to health or for losses for which liability is held under the German Product Liability Act (PHG).

9.3 In the event of a breach of a cardinal duty, the Provider will be liable even in the case of simple negligence. Cardinal duties within this meaning are substantive contractual duties the fulfilment of which are a prerequisite for performance of the agreement and on the observance of which the contract partner may rely. A claim to compensation in the case of a breach of a cardinal duty will be limited in amount to the loss which was typical and foreseeable as a possible cause of the breach of contract at the time of the breach (typically foreseeable loss), unless any of the cases set out in section 9.2 applies.

9.4 The strict liability of the Provider pursuant to the first half-sentence of section 536a (1) BGB for defects already existing when the agreement was concluded is excluded.

9.5 The limitation period for claims for damages is governed by statutory provisions.

9.6 These clauses do not imply any change in the burden of proof to the detriment of the contract partner.

9.7 These clauses also apply in favour of the employees and vicarious agents of the Provider.

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## 10. End of contracts / Withdrawal / Termination / Costs of cancellation

10.1 The agreed course has a fixed term pursuant to section 5.6 of these General Terms and Conditions.

10.2 In the case of live online courses and webinars, the agreement will end automatically at the end of the training measure. Early ordinary termination is not possible. For live online courses and webinars, deregistrations which are received by the organiser less than two weeks before the start of the event will be subject to a cancellation charge of 50% of the participation fee. Where deregistrations are received by the organiser less than one week before the start of the event, the full participation fee must be paid in the case of absence from the event or discontinuation of participation. A substitute participant can be nominated if the live online training or the webinar has not yet begun and the substitute participant meets the licensing requirements. Any rights of the participant to withdraw will have priority.

10.3 The participant is at liberty to demonstrate that the organiser suffered no or only a minor loss as a result of the deregistration.

10.4 This will be without prejudice to the right of each party to terminate extraordinarily for good cause.

10.5 Upon the end of the agreement the Provider will have the right to bar the contract partner from accessing the respective course with immediate effect.

10.6 Any notice of termination must be given in writing, in the case of extraordinary termination for good cause stating the reason for termination. Absence from the measure will not under any circumstances be deemed notice of termination.

10.7 No payments will be refunded in the case that courses are terminated.

## 11. Choice of law / Jurisdiction / Secondary agreements / Written form

11.1 Legal disputes arising from or in connection with this agreement are governed by German law alone.

11.2 The place of jurisdiction for legal disputes arising from or in connection with this agreement is Wetzlar.

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11.3 No verbal secondary agreements exist.

11.4 Any amending or additional agreements must be made in writing in order to have effect. The requirement for written form can only be waived by written agreement.

## 12. Other clauses for live online training

12.1 Registration will be binding as soon as it is confirmed by the Provider in writing.

12.2 There is no right to participate in live online training with a limited number of participants.

12.3 The Provider reserves the right to cancel an announced live online training course if there is an insufficient number of participants or the teaching staff are ill or there is some other disruption in the business operations for which it is not responsible. In this case any participation fees already paid will be reimbursed; no further claims will exist.

12.4 The website contains what are known as external links to websites of third parties, the content of which is outside the influence of the provider of this website. For this reason the provider cannot offer any warranty for such content. The provider of the linked website is responsible for the content and accuracy of the information provided on the websites of third parties. No legal infringements were identifiable at the time the link was set.