

## Terms & Conditions

### 1. Scope, general information

1.1 These General Terms and Conditions ("GTC") apply to all services (including participation in the training courses (esp. online courses), the use of the platform and the consulting services) of Increase Your Skills GmbH.

1.2 Our offers are exclusively directed to entrepreneurs according to § 14 BGB, legal entities under public law or special funds under public law and not to consumer according to § 13 BGB.

1.3 These General Terms and Conditions (GTC) are an integral part of the contract between Increase Your Skills GmbH and the client.

Conflicting or deviating terms and conditions of the Client or third parties shall not become part of the contract, even if Increase Your Skills GmbH does not separately object to their applicability in individual cases. Even if Increase Your Skills GmbH refers to a letter containing or referring to the Client's or a third party's terms and conditions, this shall not constitute an agreement to the validity of those terms and conditions. Nor does it constitute an agreement if Increase Your Skills GmbH accepts corresponding services from the Client or a third party without express objection.

### 2. Subject matter of the contract, the conclusion of the contract

2.1 The exact details and particulars of the content, scope and procedure of the services offered can be taken from the respective descriptions and information contained in the offers and, where applicable, contract offers.

2.2 Our services can be booked in each case via our booking portal if posted there or via direct contact with our sales team or sales partner. The booking in the online booking portal is made by selecting the relevant service (e.g. a training course) and a number of users as well as by entering the required information (including company and payment details) as shown in the input fields and confirming it at the end of the booking process. After the booking, booking confirmation is sent with the details of the booking and the access or retrieval data for the contractual service, through which a contract is concluded. Bookings made via direct contact are concluded by means of an offer confirmation. Bookings that cover a certain term (usually one year) have the respective agreed term and are automatically extended by the duration of the respective term if they are not terminated in text form (also by email) at least four weeks before the expiry of the respective term. This may be deviated from in individual contracts.

2.3 Increase Your Skills GmbH reserves the right not to accept a booking or to accept it only in part without giving reasons. There is no entitlement to a specific booking of service unless expressly stated otherwise. Furthermore, we reserve the right not to make certain services available temporarily or permanently. There is no entitlement to a specific availability of service unless this is expressly stipulated otherwise.

### 3. Prices, price adjustment, terms of payment

3.1 The prices stated in the description of the services in the booking portal or in the offers shall apply. Payment may be made using the payment methods offered in each case. We reserve the right to exclude certain payment methods in individual cases. Insofar as payment against invoicing is offered, we reserve the right to carry out a credit check in individual cases.

3.2 Our receivables shall become due upon receipt of the invoice and are payable without deduction within 14 days if they are not collected directly. A payment shall only be deemed to have been made when we can dispose of the payment amount. If a payment is refused and the customer is responsible for this, we shall be entitled to invoice the additional costs, expenses or other claims incurred by us as a result of default in payment.

3.3 Mutual offsets are excluded unless the counterclaim is undisputed or has been legally established.

3.4 Increase Your Skills GmbH reserves the right to adjust the prices for its services at its reasonable discretion (increase or decrease of prices), insofar as the relevant costs for the provision of the services change after the conclusion of the contract; the relevant costs in this respect are in particular hosting costs, development costs, customer support costs and other turnover costs, as well as general administrative costs. Under the aforementioned conditions, Increase Your Skills GmbH is entitled to increase the prices for its services at the beginning of a respective new contractual year; a price increase for a current contractual year does not take place.

Increase Your Skills GmbH shall inform the clients of an intended price increase by email at least eight weeks before it comes into force. In its notification, Increase Your Skills GmbH shall draw the attention of the Clients to the following:

- The intended price increase.
- Clients may object to the intended price increase within two weeks of receipt of the notification of such increase to Increase Your Skills GmbH; the objection shall be made at least in electronic form, e.g. by email.
- If the customers do not object or do not object in due time, the contract will be continued under the new prices.
- If the clients object in due time, the contract will be continued under the old prices.

Increase Your Skills GmbH will reduce the prices for its services insofar as the relevant costs for the provision of the services are reduced after the conclusion of the contract.

#### **4. Rights of use**

4.1 Parts of our services (in particular training content) are subject to industrial property rights and are, among other things, protected by copyright. Increase Your Skills GmbH is exclusively entitled to the rights of use and exploitation thereof, and we reserve all rights thereto which are not expressly granted to the clients.

4.2 In order for customers (or the users) to participate in our training courses or to integrate or distribute them depending on the individual booking, we grant you a simple right to the training courses that are the subject of the contract, which is transferable exclusively to the respective booking, and they're limited to the users specifically booked or released for distribution, to use them exclusively within the framework of our GTC. In particular, you are not entitled to make the training courses or parts thereof available to unauthorised third parties, to make them publicly accessible, to edit them (in particular not to remove, make unrecognisable or suppress trademarks of us or our partners), or to use or exploit them in any other way than agreed. The right of use shall expire in each case upon expiry of the training courses covered by the contract or upon expiry of the agreed term of the contract.

4.3 Insofar as we integrate existing training courses of yours on our platform in the case of individual bookings, you grant us a simple, transferable, free-of-charge right, limited exclusively to the booked integration, to (a) publish, host, store, reproduce, distribute, make publicly accessible and, insofar as this should be necessary for the integration, (b) edit or (c) sublicense these to third parties. Of course, you retain your rights to the content, for which you are solely responsible. We neither adopt these as our own nor are we obliged to check them in any way whatsoever. In particular, you are obliged to

observe and comply with all applicable laws and other legal provisions in this context and, in particular, not to include any content that infringes the rights of third parties (including copyright, trademark and personal rights). (including but not limited to copyrights, trademark rights, personal rights and industrial property rights of third parties) or which is unlawful, misleading, malicious, discriminatory, pornographic, sexist, threatening, insulting, defamatory, obscene, defamatory, ethically offensive, glorifies violence, harassing, unsuitable for minors, racist, offensive or otherwise objectionable, unsuitable for minors, racist, immoral, seditious, xenophobic or otherwise abhorrent or objectionable or contains viruses, worms, Trojan horses or other malicious code that may compromise or impair the functionality of our Platforms. We may at any time temporarily or permanently delete or remove any Content that is unlawful or in breach of our TOS without notice and for any reason.

4.4 In the event that you violate the aforementioned provision, you shall indemnify us against all justified claims by third parties on account of such violation. We reserve the right to take appropriate measures ourselves to defend ourselves against claims by third parties, as well as to claim damages, including reasonable costs incurred by us in this connection, insofar as these are not reimbursed by third parties (e.g. legal expenses insurance), and to assert other justified claims of our own against you.

## **5. Liability and warranty**

5.1 Unless otherwise agreed in individual contracts, we make no representations or warranties that the results intended by the client will be achieved through the use of our services. In particular, we do not owe any specific successes, results or other outcomes intended by the Client. In particular, our services do not constitute individual legal advice or legal structuring. We therefore expressly point out that the clients themselves are responsible for implementing any content they may have learned and, if necessary, should also subject it to their own legal evaluation.

5.2 We are not liable for damages that lie outside our sphere of responsibility or that are attributable to improper use of our services. Irrespective of the legal grounds, we shall only be liable for damage caused intentionally or by gross negligence or insofar as the damage culpably caused by us results from injury to life, limb or health, or in the event of culpable breach of a material contractual main or cardinal obligation, the fulfilment of which makes the proper performance of the contract possible in the first place, the breach of which jeopardises the achievement of the purpose of the contract or on the observance of which you may regularly rely upon. In this case, our liability is limited to the foreseeable damage typical for the contract. Any further liability on our part is excluded. Liability under the German Product Liability Act remains unaffected by these GTC.

## **6. Data protection and other provisions**

6.1 In the course of the performance of the contract by Increase Your Skills GmbH, personal data (e.g. names of course participants) are processed. For this purpose, an order processing agreement is concluded between Increase Your Skills GmbH and the Client upon conclusion of the contract. The Customer reserves the right to submit, prior to the conclusion of the contract, a different order processing agreement, which will then constitute the data protection basis of the personal data processing, provided that it meets the requirements of Art. 28 GDPR and is accepted by Increase Your Skills GmbH.

6.2 Increase Your Skills GmbH is entitled to use the name and logo of the Client for reference purposes, for example, on its own website or in client presentations. This may be revoked by the client at any time unless otherwise agreed.

6.3 The parties undertake to maintain confidentiality with regard to all trade and business secrets of which they become aware in the course of the performance of the contract and not to make them accessible to third parties. Excluded from this

is information that is intended for publication or the disclosure of which the respective other party has agreed to. The obligation to maintain secrecy shall also apply beyond the duration of the cooperation.

6.4 The customer is independently obliged to fulfil the (stated) minimum technical requirements (e.g. installed programme for calling up the common video players, broadband stable Internet connection) for participation in our services (in particular training courses).

6.5 We endeavour to provide our online services (in particular training courses) as permanently as possible without disruptions. However, this is technically not completely 100% possible. Therefore, we do not assume any guarantee for a trouble-free provision or a certain availability of our online training courses. In particular, we may have to restrict access to them or to certain functions in whole or in part, temporarily or permanently. In addition, there is no claim that we will permanently maintain individual functions; in particular, we may adapt, change or discontinue them at any time.

6.6 Our GTC shall be governed exclusively by German law, excluding the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for disputes arising from these GTC is Leipzig. 6.6 In the event that one of the above terms and conditions is invalid, the validity of the remaining terms and conditions shall remain unaffected. The invalid clause shall then be replaced by mutual agreement by another clause that comes closest to the invalid clause in terms of its economic effect and intention.

## **7. Subject to change**

Increase Your Skills GmbH reserves the right to amend these General Terms and Conditions if this is necessary for valid reasons. Good reasons are in particular:

- Change in the legal situation.
- Changes in the jurisdiction of the highest courts.
- Changes in market conditions.
- Technical changes or further developments.
- Loopholes in the GTC.
- Other equivalent reasons.

Increase Your Skills GmbH will inform clients of any intended change to the GTC by email at least eight weeks before the change comes into force. In its notification, Increase Your Skills GmbH shall draw the attention of the Clients to the following:

- The intended amendment, highlighting it.
- The clients may object to the intended amendment to the GTC within two weeks of receipt of the notification of the same to Increase Your Skills GmbH; the objection shall be made at least in electronic form, e.g. by email.
- If the clients do not object or do not object in due time, the amendment shall become effective.
- If the customers object in due time, the old GTC shall continue to apply.

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