

General Terms and Conditions

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Preamble

Learnship is a leading, technology-driven, global provider of professional business skill trainings for companies and offers business skills training services either as online training or as onsite training (the "**Business Training Services**" or "**Services**"). For the online training Learnship provides online based platforms and virtual classrooms (the "**Learnship Platform**"). The Client wishes to order Services for its employees ("**User**" / "**Participant**") from Learnship. The Client or its employees select from the offer of Learnship a course, which in turn is divided into several teaching units.

These General Terms and Conditions ("**GTC**") are the basis for the contractual relationship between Learnship and the Client.

1. Structure

1.1 General Terms and Conditions

These GTC govern the material relationship of the parties with regard to the provision of Training Services. Details of the Business Training Services may be set forth in Statements of Work. If any provision of a Statement of Work and this GTC are contradictory, the provision of the Statement of Work will prevail.

1.2 Statement of Work

The parties agree upon any concrete order of Business Training Services based on these GTC in statements of work, which also could be formed as a call-off or a purchase order ("**Statement of Work**"). In the case of a one-sided order by the Client, the Statement of Work is concluded, when Learnship explicitly or implicitly accepts the order, e.g. by initiating the training process ("**Booking**"). Learnship accepts orders only in writing, via telefax or via email to info@learnship.de or to the respective Sales Manager / Client Solutions Manager (the respective contact details are already known by the Client or will be communicated to the Client upon request, respectively).

If the Client allows its Users to choose the Business Training Services themselves, the Statement of Work will still be concluded between Learnship and the Client. In this case, the Client empowers the Client's Users to conclude Statement of Works in Client's name.



1.3 Terms of Use

The use of the Business Training Services and the Learnship Platform is subject to the then valid Terms of Use of Learnship (<https://www.learnship.com/en/termsfuse/>). They apply for users as well as for clients. The Client will ensure that the Client's Users adhere to the Terms of Use. Any infringement of a User against the Terms of Use is attributed to the Client.

1.4 Data Protection Provisions

Learnship processes and uses personal data in accordance with applicable data protection laws. Learnship's data privacy notice can be retrieved in its then current form online at <https://www.learnship.com/en/european-privacy-policy/>.

1.5 (General) Terms and Conditions of the Client

(General) Terms and Conditions of the Client deviating from or supplementing these GTC do not apply. This also applies, if Learnship does not expressly object to them or if Client declares that Client only wishes to commission or accept Services from Learnship under Client's (General) Terms and Conditions or that the same are attached to Client's order form, acceptance or other business documents. Likewise, the performance of deliveries and services by Learnship shall not imply or constitute acceptance of the (general) terms and conditions of the Client.

2. Services of Learnship

2.1 Business Training Services

Learnship provides the Business Training Services by selected trainers as individual or group course. Learnship may, at its sole discretion, use subcontractors (e.g. freelance trainers) for the provision of the Services.

All statements with regard to the Business Training Services in advertising material, on the website of Learnship or in any documentation will only represent a description and in no event any guarantee or warranty in a legal meaning. This will only be the case if any statement is explicitly stated as "guarantee" or "warranty".

2.1.1 Online Training

The training will take place synchronously via a virtual classroom on the internet. The User is trained in a live training session. The audio connection takes place ideally via the virtual classroom (VoIP) or a direct telephone line on a fixed or mobile line. Furthermore, Learnship provides access for all Users during their training course to the Learnship



Platform, where Learnship offers additional training material for post-processing and training progress. The Client bears the connection costs.

2.1.2 Onsite Training

Onsite Trainings are provided by selected trainers. The Client provides the necessary professional training infrastructure on its premises at no additional cost. This includes the necessary training equipment (flip chart, paper, pens, beamer, etc.) and other measures that can reasonably be expected for a professional training environment. The Client takes care of all necessary access authorization (e.g. visitor pass). Travel expenses of the Trainer and the Participants, if necessary, will be borne by the Client.

2.1.3 Additional Services

Additional services (e.g. language study travels) may be provided by Learnship upon request by separate agreement.

2.2 Change of the Service

2.2.1 Business Training Services

Learnship is entitled to modify, limit, exchange or cease the content of the Business Training Services, in particular to reasonably reduce or extend the Business Training Services. If such amendment leads to a significant restriction of the Business Training Services, the Client is entitled to terminate the contract without notice period. In this event the Client is entitled to a pro rata refund of already paid remuneration.

2.2.2 Material

Learnship and its Licensors reserve their right to amend, cease, remove and avoid access to content or other materials, offered with regard to the Business Training Services without prior notice. In the event that an essential limitation of Client rights will occur, the Client is entitled to terminate the respective course without notice period.

The purchase of a textbook or other (supplementary) teaching material may incur additional costs, which shall be borne by the Client.

2.3 Time Availability

Training sessions of a booked course, which have not been made use of, will automatically expire twenty-four (24) months after the order or latest by end of the training period specified in the Statement of Work.

3. Use of Business Training Services



3.1 User Authorization

Only such User for whom the Statement of Work has been concluded and access data have been generated, is authorized to use the Business Training Services.

3.2 Access

Access to the Service will be carried out in general with a secured password via data transmission. The User must apply the access data which has been notified to the User by Learnship.

3.3 Technical Requirements

The minimum technical requirements are specified in a respective document, which will be made available to the Client upon request and which is subject to modification as a result of technology changes.

The Client is responsible that the technical requirements for the access to the Business Training Services on User side will exist. This concerns in particular the applied hardware and the operating software of the User computer, the connection to the internet, the firewall settings (if any) and the actual browser software.

After respective information by Learnship, the Client will apply necessary and reasonable modifications. If the requirements regarding software and hardware exceed customary system requirements and the Business Training Services cannot be used, the Client is entitled to terminate the contract with a notice period of two (2) weeks to the end of the month.

3.4 Lawful Content

The Client assures that the Client's Users provide only lawful and Client-authorized content for the Business Training Services.

3.5 Availability of the Platform

Access to the Learnship Platform will generally be granted twenty-four (24) hours a day, seven (7) days a week minus regular or necessary maintenance times. The Client has however no right of availability of the Platform or the content of the Platform. Any claim for indemnity or damage as a result of non-availability of the Learnship Platform or the content of the Platform is excluded. If the participation of a training session was not possible due to non-availability of the Platform, which Learnship is responsible for, the respective training session will be credited to Client's account.

4. Training Sessions



4.1 Booking / Scheduling of Training Sessions

Training Sessions can be booked by the User via the Learnship Platform.

4.2 Cancellation of Training Sessions

The User may cancel or postpone a training session free of charge within the timeframe set by Learnship. The cancellation or postponement must be generally made online via the Learnship Platform. Any other way of cancellation is excluded. In individual cases, however, there may be product-specific exceptions.

If the User does cancel or postpone a training session properly within the aforesaid timeframes, the training session will be re-credited to the User's training account and the User may book such training session again via the Learnship Platform. If the User does not cancel or postpone a booked training session within the set time frame or does not participate in a booked training session, such training session will be deemed a missed training session. Missed training sessions will not be refunded.

4.3 Assignment to other Users

Any assignment of training sessions to another User is in general not permitted. An exception is applicable if the original User has not yet begun with the first training session or has passed only up to ten (10) % of the respective course. In this case, any assignment will only be permitted one time. Training sessions may only be transferred as part of a course package, within the same course type and/or language to Users of the same Client, maintaining the session length.

4.4 Change of Telephone Number

The User may change the provided telephone number for an individual training online via the Learnship Platform up to fifteen (15) minutes before the training session starts. Later changes of the telephone number cannot be considered. If a trainer cannot reach the User under the provided telephone number at the beginning of the booked training session, the training session is deemed a missed training session.

4.5 Disturbances outside the Responsibility of Learnship

If a training session does not take place or if disturbances occur during a training session, which significantly affect the training session and which (both) Learnship is responsible for, Learnship will provide an alternative date for a training session, taking reasonably into account the interests of the training participants. The foregoing right will not apply if the disturbance does not originate in Learnship's responsibility or if the Client or the User have not immediately informed Learnship in text form (mail, e-mail, telefax) about the disturbance. In this event, the respective training session is deemed provided.

4.6 Trainer Selection

Learnship is responsible for the selection of the trainer. If a specific trainer may not be available at the booked time, Learnship will provide an equally qualified alternative trainer without prior consultation. If the provision of an equally qualified substitute trainer was not possible due to reasons beyond Learnship's control (e.g. force majeure), Learnship will cancel the training session and will re-credit the respective training session to the Participant's training account. Learnship will at any time be entitled to permanently exchange a trainer during a course.

5. Term and Termination

5.1 Term

Unless agreed otherwise, the Statements of Work shall come into effect upon declaration of acceptance by Learnship (according to clause 1.2) and shall expire automatically, without termination being required, after full performance of the contract by both parties.

5.2 Termination

5.2.1 Proper Termination

Learnship is entitled to terminate any Statement of Work in writing upon prior notice of three (3) months. Client is not entitled to terminate or cancel a Statement of Work in whole or in part.

5.2.2 Termination for Cause

Both parties will have the right, without prejudice to other rights or remedies, to terminate the contract for cause. This applies in particular, if the Client is in material breach against the GTC or a Statement of Work. This is the case, if the Client repeatedly does not pay outstanding invoices or if a User gets unauthorized access to the Business Training Services or in the event of a material breach against the terms of use. Depending on the severity of the breach, the non-breaching party is obliged to serve a notice to the breaching party prior to termination and to give the breaching party a reasonable time to cure the breach.

5.2.3 Consequences of Termination

Upon termination of the Statement of Work, Learnship is entitled to block the access to the Business Training Services and to delete existing data of the Client and its Users from the Learnship Platform.



6. Support by Learnship

6.1 Sustained Support

Learnship aims to provide sustained support to its Client and Users and contacts its Client and Users on a regular basis via telephone and e-mail. This provides a basis for individualized training plans, enables regular communication with regard to training process and progress of the User and allows Learnship to optimize the Services and adapt the Services to the needs of the Client and the User.

As long as Learnship does not receive contrary information by the Client or the User, Learnship assumes that Client and all registered Users consent to such regular support.

6.2 Quality Control

Learnship sends out questionnaires for quality control on a sporadic basis via e-mail or web form to the Users. There is no obligation to participate in such questionnaires.

7. Remuneration and Payment Terms

7.1 Remuneration

For the Services provided by Learnship, the Client owes the remuneration provided for in the Statement of Work. The remuneration is paid in advance immediately upon respective payment invoice. Payment obligations for booked Services are not cancellable; already made payments are not refundable.

Until payment Learnship reserves its right not to activate the user account of the Client and its registered Users.

All remuneration payments to Learnship are plus applicable tax, if any.

7.2 Late Payment

If the Client is in delay of payment or if Client provides wrong or incomplete access data, Learnship is entitled, in its sole discretion, to block the access to the Platform. This does not release Client from its payment obligation. Further, in the event of late payment, Learnship is entitled to forward the data of the Client to a collection agency to claim the outstanding amounts.

8. Intellectual Property Rights



8.1 Rights of Use

The Business Training Services may include technology and content protected by patent, copyright and/or trademark laws, which have been licensed by Learnship from third party suppliers in full or in part. All ownership and rights in the Services will remain with Learnship and its suppliers.

Learnship grants to the User a non-exclusive, non-transferable and non-sublicensable right, limited in time to the term of the Statement of Work, to use the Learnship Platform and the provided training materials, for the training sessions, for wrap-up of the training sessions or for controlling the training progress ("**Scope**").

Use rights exceeding this Scope or other rights, e.g. with regard to training methods or training materials, are not granted. Any use or publication of training methods or training materials requires prior written consent of Learnship. Client and User will not amend, lease, lend, sell or market the provided software, content or materials.

8.2 Content of Client

Material provided by the Client to Learnship will only be used within the context of the contract. All rights remain with the Client and Client may demand withdrawal or deletion of its material at any time.

9. Liability

Learnship will only be liable for damages which Learnship or its agents caused by willful or gross negligent misconduct. The liability for normal negligence is limited to breach of a material obligation of the contract. In this case the liability is limited to the typically foreseeable damage.

The foregoing limitation of liability will not apply to any cases of mandatory statutory liability (in particular according to the Product Liability Act), neither for liability arising of negligent injury of life, body or health.

Learnship will not be liable for the Client or its Users revealing or providing any confidential information or company secrets within the training sessions. Learnship will always treat such company secrets or information confidential.

Learnship uses qualified trainer for providing its Business Training Services, however, does not take any liability for the quality of the single training, which is not accessible for an objective evaluation. Further, Learnship does not warrant any learning success.

Learnship will use reasonable diligence to provide the Business Training Services and take reasonable efforts to provide the training sessions with as few interruptions as possible. However, Learnship cannot guarantee that the Services always work without interruptions, delay or other disturbances. As the Business Training Services are transmitted via public internet connection and public telephone system, power



breakdown or interruption of the internet connection may occur, which may lead to deficiencies of the Services or quality disturbance. Therefore, Learnship will not be liable for any non-availability of the Business Training Services as a result of any disturbance of the data transmission network or due to force majeure, in particular due to power breakdowns, which are not the responsibility of Learnship. Neither will Learnship be liable for any deficiency due to necessary maintenance work of the Learnship Platform.

10. Confidentiality

Each party will keep any confidential or proprietary information received by the other party ("**Confidential Information**") confidential. After termination or expiration of the contract, each party will return the Confidential Information received to the other party or will destroy such Confidential Information, except for the documents and data sets that required to maintain proper business records or that were created as part of a routine backup and certifies in writing the destruction of the Confidential Information to the other party upon request.

This confidentiality obligation will not apply to information which (i) is or becomes publicly available by other than a breach hereof (including, without limitation, any information filed with any governmental agency and available to the public); (ii) is demonstrably known to or in the possession of the respective party at the time of disclosure; (iii) thereafter becomes known to or comes into possession of the respective party from a third party that is reasonably believed not to be under any obligation of confidentiality and which is lawfully in the possession of such information; (iv) which is developed by a party independently of any disclosures previously made by the other party; (v) is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, provided that prior to such disclosure the other party is given reasonable advance notice of such order and an opportunity to object to such disclosure. One party will immediately notify the other party of any unauthorized disclosure of Confidential Information.

This confidentiality obligation will survive the term of the contract and will terminate three (3) years after termination of the Statement of Work.

11. Client Reference

Learnship is entitled to use the Client's company name for reference purposes (e.g. in official company presentations or in public client lists).

12. Miscellaneous

12.1 Applicable Law

All disputes and claims arising are governed exclusively by German law. The provisions of German private international law and the United Nations Convention on Contracts for the International Sale of Goods ("CISG") shall not apply.

12.2 Place of Performance; Venue

Place of performance is Cologne, Germany.

Each party submits itself for the sole purpose of the contract and any controversy arising hereunder or in connection with this contractual relationship to the exclusive jurisdiction of the competent courts of Cologne. Learnship is entitled in its sole discretion to also claim at the general venue of the Client.

12.3 Written Form Requirement

No amendment, supplement, or side-agreement of any provision of the contract is binding unless the same is set forth in a written document. The writing form requirement will also apply for the cancellation of the writing form requirement.

12.4 Change of these GTC

Learnship reserves the right to change the GTC with effect for the future. In this case, Learnship will notify all Clients of the change and its background by e-mail four (4) weeks before the change takes effect. The changes are deemed to have been accepted if the Client does not object within four (4) weeks or continues to use the Services provided by Learnship without objection. If the Client rejects a change, Learnship has the right to terminate the contract.

12.5 Severability

If any provision is deemed to be invalid, illegal or unenforceable, then such provision is equitably reformed in accordance with the intent of the original provision to the extent necessary to make it valid, legal and enforceable. If it is not possible to equitably reform such invalid, illegal or unenforceable provision, then such provision is severed, and the remaining provisions given full force and effect. The same will apply for completion of any gap in the contract.