

# Terms and Conditions

## § 1 Preamble

The NAME\_IHRER\_PLATTFORM runs with its website "IHRE\_URL" (platform) an internet portal for booking and organizing interactive webinars (online classes). It provides registered users (members) on this platform the technical requirements to set and book webinar offers for communication between the members and to implement webinars and other online events in virtual conference rooms.

## § 2 Field of application

For the contractual relations between NAME\_IHRER\_PLATTFORM and the members only the following commercial terms and conditions are valid. General terms and conditions of members do not apply.

## § 3 Registration

To use the platform, the free registration as a member is required. Only contractually capable natural persons can register as members.

For registration please use the on the platform provided registration form and fill it completely and truthfully by specifying a username and a password and send it to NAME\_IHRER\_PLATTFORM. The membership name may not contain contact information as email or internet addresses nor harm the rights of third persons - especially no name or trademark rights - and may not violate moral standards. NAME\_IHRER\_PLATTFORM is authorized to require documental evidence to prove the indicated data.

By submitting the registration form, the user submits a binding offer to conclude an NAME\_IHRER\_PLATTFORM membership contract establishing a free basic membership ("free"). The membership agreement is concluded by confirming the registration and the activation of a user account by NAME\_IHRER\_PLATTFORM. There is no entitlement of the user on a membership agreement.

Each user may register only once.

## § 4 Identity of the contractual partner

The contract is concluded with the NAME\_IHRER\_PLATTFORM

NAME\_IHRER\_PLATTFORM

STRASSE

POSTLEITZAHL STADT

Authorized representative of the CEO: IHR\_NAME

Registration number in the trade register:

USt-ID-Nr.:

### **§ 5 Services of NAME\_IHRER\_PLATTFORM**

NAME\_IHRER\_PLATTFORM provides members of the platform the technical options for the communication between teachers and participants and the initiation of contracts and the organization of webinars in a virtual classroom. Each member can use the platform as a teacher and as a participant of a webinar.

Members can create member profiles, set webinar offers and applications, read the webinar offers and applications of other members, book webinars, post quotes on applications, hold presentations in the virtual classrooms and participate in webinars in the virtual classroomsr actively or passively.

NAME\_IHRER\_PLATTFORM settles payments between participants and teachers as a clearing house (see §10). NAME\_IHRER\_PLATTFORM does not check the creditworthiness of members.

### **§ 6 Booking of webinars**

The booking of webinars indeed takes place at the platform ""IHRE\_URL, but the contracts for a participation on a webinar (webinarcontract) are not concluded with NAME\_IHRER\_PLATTFORM, but with the respective teacher when he or she confirms the booking. After booking a webinar NAME\_IHRER\_PLATTFORM transfers the contact data of the contract partner to the respective members.

NAME\_IHRER\_PLATTFORM does not arrange contracts between the members and makes no announcements on contracts for members. In particular, messages that are sent with the system of NAME\_IHRER\_PLATTFORM (system messages) are no statements of NAME\_IHRER\_PLATTFORM on behalf of the members.

The fulfillment of the webinar contracts is in the responsibility of the respective teachers and participants. The teachers are solely responsible for the legality, accuracy, completeness and quality of their webinar offers and their webinars.

## § 7 Cancellation

If a member uses the platform as a consumer, in other words for a purpose that has neither a commercial background nor self-employed business activity, the member can revoke the membership contract as follows:

### **Cancellation policy**

#### Cancellation right

You can cancel your contract within 14 days without giving any reasons in text form (e. g. letter, fax, email). The time limit begins after receipt of this notification in text form, but not before the contract is concluded and neither before the fulfillment of our obligation to inform in accordance with Article 246 § 2 in connection with § 1 Section 1 and 2 EGBGB and our obligations in accordance with § 312e Section 1 Sentence 1 BGB (German Civil Code) in connection with 246 § 3 BGB. Your right is ensured if your written revocation takes place during the time limit. The revocation must be sent to:

NAME\_IHRER\_PLATTFORM

Executive director IHR\_NAME

STRASSE

POSTLEITZAHL STADT

Fax:

Email: EMAILADRESSE

### **Consequences of revocation**

In the case of an effective revocation, the mutually received benefits and any benefit derived (e.g. interest) have to be surrendered. If you cannot restate to us the entire or parts of the service or only in a deteriorated condition, you may be obliged to pay an indemnification. This can cause you to fulfill your contractual payment obligations for the period up to revocation. You are obliged to refund any open payments within 30 days. The period begins with the transmission of your revocation and for us with their reception.

#### Special notes

Your right of cancellation will expire prematurely if the contract has been completely fulfilled by both parts before you have practiced your right of withdrawal.

### **End of the information about the rights of revocation**

## § 8 Use of the platform

### I. General conditions

#### 1.

The platform must be used only for information about webinars, to

participate in webinars and to perform webinars and other online events in the virtual classrooms.

**2.**

The members are obliged to keep their password secret and so to ensure the access to their member account. If there are any indications that third parties have procured unauthorized access to the member's account, NAME\_IHRER\_PLATTFORM has to be notified immediately and the password has to be changed by the member.

If the data change that have been deposited with the registry of the member, the member's account has to be updated about this change, immediately.

Since NAME\_IHRER\_PLATTFORM has only a limited review about the accuracy of the deposited member data, even when written evidence is submitted, the provision of false information is not excluded. Therefore each member has to check the contractors identity by himself or herself.

The member's account may not be transferred to third parties.

Contact data of other members which have become known through the use of the platform may be used only for the (pre-) contractual communication.

**3.**

On the platform, in the webinars and in other events no data shall be set, no statement shall be made, no information shall be given and no contents shall be transferred which violate law or morality or injure rights of third persons or discriminate persons of other races, of other ethnic origin, of other gender, of other religion or belief, disability, age or sexual orientation.

Members may only advertise on the platform for webinars which also are held on the platform.

You may not do anything, tolerate or encourage anything that might disturb the orderly operation of the platform, in particular the orderly operation in the virtual classrooms.

**4.**

To use the platform, especially for the organization of a webinar and for the participation in a webinar and other online events, the compliance of the following technical conditions are required:

- a standard DSL connection
- an Internet browser (e. g. 'Internet Explorer' from version 7 on, Chrome or 'Mozilla Firefox')
- the program 'Adobe Flash Player 10'
- for active participation: headphone and microphone
- for passive participation: speaker

The members agree to comply with the technical minimum requirements and to check if the connection to the virtual conference rooms can be established in good time prior to a webinar or the participation in a webinar. In case of technical troubles they further agree to remedy existing malfunctions early enough whose rectification they are responsible for. If a connection cannot be established, NAME\_IHRER\_PLATTFORM must be informed in time. You can contact NAME\_IHRER\_PLATTFORM via the contact information in the imprint of the website or via the service hotline **0241 - 400 476 80**.

## **II. Use of the platform as a participant**

Only those members who have booked the webinar may attend these. For other persons the active or passive participation is not allowed.

## **III. Use of the platform as a teacher**

### **1.**

Teachers are allowed to perform their webinars and other online events only if a compliance with the minimum technical requirements is guaranteed (see § 9 I Nr. 4)

You are obliged to describe the content of you webinar in your webinar offers and to inform about the beginning of the webinars, the minimum number of participants and the registration fee.

The teachers are solely responsible for compliances with the legislation in force. NAME\_IHRER\_PLATTFORM draws particular attention to the observance of relevant rules of distance selling law, the teleservice law, tax law, the provisions of the price regulation, the Distance Learning Protection law and the obligations in electronic commerce.

### **2.**

The webinars, which are offered and booked on the platform are to be held in the virtual classrooms of NAME\_IHRER\_PLATTFORM.

**3.**

If a webinar has not been booked yet, it can be changed or deleted by the teachers. The deletion of a webinar offer that has already been booked is only possible through NAME\_IHRER\_PLATTFORM.

**4.**

NAME\_IHRER\_PLATTFORM is authorized to delete a webinar offer or a webinar or other online events from the platform, if there is an evidence of violation against § 9 INo. 3 of the terms and conditions by setting offers or the implementation of webinars and other online events. A webinar offer or a webinar can also be deleted if the minimum number of participants is not achieved at the start of the event or if the webinar was not fully conducted. A claim for the publication in the marketplace does not exist.

**5.**

If a teacher cancels a webinar, which was already booked by the minimum number of participants, the teacher has to notify NAME\_IHRER\_PLATTFORM and the participants about this. Upon notification of cancellation the webinar will be deleted from the platform.

**6.**

To ensure a trouble-free flow of payments (see § 11), the teachers oblige that their current bank account is deposited at NAME\_IHRER\_PLATTFORM. In case that a teacher is responsible for a chargeback or incorrect entries, the teacher is obligated to pay the resulting costs within 14 days on the specified account of NAME\_IHRER\_PLATTFORM. Without prejudice to other rights NAME\_IHRER\_PLATTFORM is entitled to disable the teachers' account if such payment has not been made on time and if NAME\_IHRER\_PLATTFORM has threatened the teacher with a lock of his account by a writing or per email 14 days before. If it is not reasonable for NAME\_IHRER\_PLATTFORM to observe the waiting period, NAME\_IHRER\_PLATTFORM is allowed to disable the members' account immediately and without prior notice.

**IV. Use of the platform as an affiliate**

You automatically take part in the NAME\_IHRER\_PLATTFORM affiliate programm, as soon as you publish your affiliate link. In this case you agree that you also take part in the affiliate contest for marketing purposes and that your first name, last name and your profile image may be published, if you are one of the winners.

### **§ 9 Member profile and evaluation of the teachers**

NAME\_IHRER\_PLATTFORM can classify members who are active as a teacher professionally (or in addition) within a period of six months, as experts and label his or her profile accordingly. The classification as an expert can only be made if NAME\_IHRER\_PLATTFORM gets submitted relevant written certificates for the professional or part-time activity as a trade certificate and training certificates, employment contract or billings from other seminar providers and a copy of the identity card or passport. There is no claim to become classified as an expert.

### **§ 10 Exclusion of a member**

NAME\_IHRER\_PLATTFORM can exclude a member and his or her account as well as delete all his or her webinar offers and webinars, if NAME\_IHRER\_PLATTFORM has indications that the member transgresses essential obligations of the terms and conditions or if the member has been assessed negatively, repeatedly. NAME\_IHRER\_PLATTFORM will inform the member about the planned exclusion via email to give him or her the possibility to respond. In the case of urgency, NAME\_IHRER\_PLATTFORM is not obligated to do this. In every case, NAME\_IHRER\_PLATTFORM will take account of the member's legitimate interests. The right of extraordinary termination remains unaffected.

### **§ 11 Technical availability**

Due to technical reasons, NAME\_IHRER\_PLATTFORM cannot guarantee permanent full availability of the servers on which the platform is operated. At times, the availability of the platform may be limited - especially because of necessary maintenance or repair work. NAME\_IHRER\_PLATTFORM will inform all members about the implementation of planned maintenance work and its extent in time by an information on the platform. If the system breaks down unpredictably, NAME\_IHRER\_PLATTFORM will notify the members if possible about the extent and the duration of the outage.

### **§ 12 Liability**

NAME\_IHRER\_PLATTFORM is not liable for material damage and pure financial losses - on whatever legal reason - that arise in connection with the use of the platform, unless the damage arises from the infringement of an essential contractual duty or some other intentional or roughly careless breach of obligation by

NAME\_IHRER\_PLATTFORM, their legal representatives or their assistants. Material contractual obligations are obligations whose fulfillment allow the proper execution of the contract and make the achievement of the purpose of the contract possible, so the contracting party can trust on, and as well obligations, which are for the protection of the contractor and its contractual legal positions of fundamental importance.

The liability for material damage and pure financial losses as a result of slightly negligent breach of a contractual obligation is limited to the replacement of the predictable damages when the contract was concluded.

### **§ 13 Set-off**

Members may set off against claims of NAME\_IHRER\_PLATTFORM only with undisputed claims or those declared final and absolute by a court.

### **§ 14 Release**

The members undertake to exempt NAME\_IHRER\_PLATTFORM from all claims of other members or third parties, which enforce these because of the violation of their rights due to the use of the platform through the respective member against NAME\_IHRER\_PLATTFORM. This does not apply if the member is not responsible for the violation of rights. The obligation for exemption includes the acquisition of appropriate legal defense costs.

### **§ 15 Final clauses**

#### **I. Modification of the terms and conditions**

NAME\_IHRER\_PLATTFORM may change these terms and conditions at any time without giving any reasons. The modified terms and conditions will be sent to the members at least three weeks before the scheduled come into force under the typographical emphasis of changes by email.

The members can contradict to the changes within three weeks of receipt of that email. When a member continues the membership without contradicting the changes within this period, the amended terms and conditions are approved. NAME\_IHRER\_PLATTFORM will point out the consequence of a consistent continuation of the contract in that email.

## **II. Applicable Law**

The law of the Federal Republic of Germany shall apply. If a person concludes a membership contract as a consumer, i.e. for a purpose which cannot be regarded as a professional or commercial activity, the provisions of the state in which the user has his habitual residence are to be granted, insofar as they provide the user with greater protection than the law of the Federal Republic of Germany.

## **III. Jurisdiction**

If the member is a merchant, a legal entity under public law or special fund under public law, or the member has no general jurisdiction in Germany, STADT is the jurisdiction for any disputes arising in connection with the membership contract and the use of the platform. This also applies if a member has no general jurisdiction in Germany, moved his residence or usual place of residence after registration from the scope of the Federal Republic of Germany or even if the domicile or the habitual residence is not known at the time of the legal action has been risen.

## **IV. Severability Clause**

The ineffectiveness of a fiscal condition does not affect the validity of the remaining terms and conditions.

As of : AKTUELLES\_DATUM

In addition, the following conditions of edudip GmbH shall apply:

### **§ 1 Fees**

#### **I. Participation fees**

The fees for the participation in the webinars (participation fees) conform to the contractual agreements between trainer and participant. The payment of the participation fee is due upon a successful booking. If a participant selects direct debit, he or she is responsible for the generated costs in the case of a failed direct debit (currently 5,95 EUR per failed debit). In case of a chargeback when

paying by credit card, the participant is responsible for a cancellation fee of currently 47,60 EUR per chargeback.

## **§ 2 Cancellation charges**

If a trainer cancels his paid webinar, he or she has to pay a cancellation charge of 2,50 EUR net per registered participant. If a participant cancels his registration of a paid webinar, the participant has to pay a cancellation charge of 5,95 EUR.

## **§ 10 Payments**

The edudip GmbH is responsible for the payments relating to the payment of the participation fee between participants and trainers with the following provisions. Since the edudip GmbH acts only as a clearing centre the creditworthiness of members is not checked by the edudip GmbH.

The participation fees are to be paid by the participants before the start of the webinar to the edudip GmbH. Once the payment is received by the edudip GmbH, it provides the participant with a link with which it is possible to participate in the booked webinar.

Via the system of the platform, bills of the bookings are sent automatically via email on behalf of the presenter to the participants. The teachers will automatically receive a copy of the respective invoice by email.

Participation fees are paid by the edudip GmbH to the trainer after the conduction of the webinar.

The edudip GmbH is technically able to determine whether a webinar was performed or not. If edudip determines through such a test that a webinar has not been held or if a teacher notifies edudip about a cancellation of a webinar that has already been booked, the claim of a teacher's withdrawal of the participation fee expires and in this case edudip reimburses the participants' registration fee in full return to the participants. This does not apply for a webinar that was deficient or not implemented in full length.