

## **1. Conditions for using the online offers**

Note: These general terms and conditions also contain information according to Art. 246 EGBGB.

### **1 Definitions, general**

The provider within the meaning of the following terms and conditions is Contract Tools GmbH, hereinafter referred to as the provider or Contract Academy. The provider's contractual partners are either the registered users or, in the case of group access, the respective company or person in whose name the registration takes place. The services offered by the provider are booked either for themselves or, in the case of group access, a certain number of individual participants of their members, shareholders or employees.

These terms and conditions are the basis for all services between the provider and the contractual partner. They also apply to contractual partners who are entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) for all future business relationships with the provider, even if they are not expressly referred to. Deviations from these terms and conditions are only effective if they are confirmed in writing by the provider.

### **2 Offer and conclusion of contract**

The provider provides information on the website [www.contract-academy.de](http://www.contract-academy.de) and other media (e-mails, brochures, letters) about the services offered. The provider is not making a binding offer to conclude a contract. Rather, the contractual partner is given the opportunity to submit a binding offer to conclude a contract for the services offered.

#### Single registration

The contracting parties can use the online registration form provided on the Contract Academy website for such an offer. The contractual partner submits this offer when using the online registration form on the Internet by submitting the registration by activating the "Register" button after completing the registration process. Only the public-law name is permitted for registration. The use of aliases and pseudonyms leads to the expiration of a claim for performance against the provider. Before submitting the registration, the contractual partner can view, change and delete the registration data at any time. The offer can only be submitted and transmitted if the contractual partner has accepted these contractual conditions by activating the "Accept GTC" button and has thereby included them in his offer. The contractual partner can print out these terms and conditions at any time by clicking the "Print" button on their internet browser.

After submitting the registration via the Internet, the contractual partner will receive a registration confirmation by e-mail to the e-mail address given by him during the registration process. This confirmation of registration is not an acceptance of the offer, but merely information that the registration has been received, including the essential registration data.

The contract is concluded when registering online when the participant logs in for the first time after registration. In the case of a group registration for several contractual partners, the contract is concluded, unless otherwise agreed in writing, through written confirmation by the provider.

#### Group registration

In the case of group registrations, the contractual partner will receive a written offer via email or letter from the provider. The contractual partner can accept this offer within a period of 14 days by confirming the content by email or letter.

After acceptance of the offer by the contractual partner, the contractual partner will provide the provider with the access data of a responsible administrator. The provider will then set up an account with which the contract partner's administrator can access his users himself. The number of accesses is limited to the number of users defined in the contract.

The contractual partner or user creates a personal profile when registering and defines a personal password. The contractual partner or user undertakes not to publish his password and only to use it for his personal access. If the access data of the participant or user is used by other people, this is unauthorized access. The contractual partner acknowledges that he is liable in the event of the negligent or willful disclosure of the access data to unauthorized persons, in each case in the amount of the usual standard fee.

In the event of a group registration, the contractual partner will designate an administrator who will independently manage its users. The contractual partner is obliged to ensure that the users it manages recognize and follow the terms and conditions of the Contract Academy. The contractual partner is liable for a violation, in particular the unauthorized disclosure of access data, in the amount of the usual standard fee for each unauthorized access.

### **3 Services, modification of the range of services**

When designing the content of the lessons and further content, the provider will ensure, at its own discretion, that it is based on current technical and didactic knowledge. The scope of the individual services results from the offer and other service descriptions (e.g. website of the Contract Academy, brochures, etc.).

Changes or deviations in terms of content and organization can be made by the provider at any time with regard to the service described, if the change or deviation is appropriate and as long as it does not completely change the core of the offer.

The provider takes great care to ensure the accuracy of the content of the online academy. However, the provider is not liable for errors, incompleteness or misleading formulations in the documents, even if these lead to damage to the participant or the user. The provider expressly points out that the offer is not a legal service or legal advice. In the event of legally binding information or in the event of a legal review of the individual case, the contractual partner or user is required to contact a legal representative.

### **4 Fee, participant scripts and additional services**

The copyright to all seminar documents (including software) of the Contract Academy of whatever type or embodiment belongs solely to the provider or, if indicated accordingly, to the respective author or manufacturer. The contractual partner is not permitted to reproduce the scripts or other seminar materials in whole or in part without the express consent of the provider, to include them in data processing media, to distribute them in any form and / or to make them accessible to third parties.

### **5 Terms of Payment, Offsetting, Retention**

Unless expressly stipulated otherwise, the fee is due for payment without deduction within 14 days of the invoice date after receipt of the respective invoice. Unless otherwise agreed, the invoice will be sent electronically. The contractual partner must pay the contractually agreed fees and costs in full. Changes to the content and / or organizational structure and deviations as described in section 3 above do not entitle you to reduce the agreed fee. The contractual partner is liable for the fee, even

if something different is regulated in the relationship between the contractual partner and the individual participant or user.

If the contractual partner defaults on payments, the provider's claims are subject to interest at the statutory rate. The right of the provider to prove and assert higher damage remains unaffected. The contractual partner is entitled to prove that the provider suffered no or less damage.

The contractual partner is only entitled to offset if the counterclaim is undisputed or has been legally established or has been expressly recognized in writing by the provider. A right of retention can only be asserted on the basis of counterclaims based on the same contractual relationship.

## **6 Withdrawal / Revocation**

The provider can withdraw from the contract if there are important reasons or force majeure.

The contractual partner can request the transfer to a substitute person if there is a remaining balance of more than 60 days. To this end, the contracting party contacts the provider in writing and informs the provider of the name of this substitute. The provider then transfers the remaining credit to the named substitute. The contract partner remains the original contract partner and not the substitute person. The contractual partner ensures that the substitute agrees to the provider's conditions for using the offer. If the substitute violates the conditions, the contractual partner is liable for all such violations by the substitute.

The contractual partner is entitled to a right of withdrawal in accordance with Section 312d Paragraph 1 Clause 1 BGB in conjunction with Section 355 BGB, provided that it is a consumer within the meaning of Section 13 BGB.

## **7 liability**

The provider is not liable for slightly negligent breaches of duty, not even insofar as these are based on breaches of duty by legal representatives or vicarious agents. This does not apply to liability for damage to life, limb or health that is based on a breach of duty by the provider, his legal representatives or vicarious agents. In addition, this does not apply to liability for damage from such slightly negligent breaches of duty by the provider, his legal representatives or vicarious agents, which refer to cardinal obligations.

The provider assumes no liability for an intended success and / or any intended admission to examinations and / or the passing of such examinations of any kind.

## **8 Certificate of attendance and certificates**

The Contract Academy offers the possibility of different qualification levels. The conditions to be met are specified on the Contract Academy website. After successfully passing the examinations or tests, the contractual partner receives a corresponding certificate of successful passing. A button is activated for the certificate on the profile page, which enables the contractual partner to print out the corresponding certificate.

## **9 Data collection / data protection**

For the duration of the contractual relationship, the provider and the companies affiliated with it may electronically save and use the personal data of the contractual partner and the user in accordance with the applicable data protection regulations within the meaning of Section 15 AktG. The contractual partner and also the user also declare their consent to the collection, processing and use of their personal data until the contractual relationship has been completely terminated.

The personal data will not be used for advertising purposes outside of the online platform. The profile and the corresponding personal data are automatically deleted 12 months after the end of the contract. The contractual partner can request the deletion of his data at any time after the end of the contract with effect for the future. Such an application is not tied to any particular form and must be sent to the following contact details:

per email to:

info@contract-academy.de

or by post to:

Contract Tools GmbH, Carl-Georg-Heise-Weg 17, 23568 Lübeck

Contractual partners or users can also revoke their consent to the storage of personal data as a whole at any time for the future by sending a message that is not tied to any particular form to the contact details mentioned above. The contractual partner acknowledges that in the event of a cancellation, access to the online offers of the Contract Academy is no longer possible and any credit will expire without replacement.

In the event of group access, the contractual partner undertakes to obtain the declaration of consent described in Section 10 also from the individual participants or users.

In addition, with regard to the consents of the contractual partners and further information on data collection, processing and use, reference is made to the data protection declaration, which can be accessed at any time on the provider's website using the "Data protection" button.

## **10 final provisions**

Changes, additions and side agreements must be made in writing to be legally effective. This also applies to changes to the written form requirement.

Should individual provisions from a contract or these terms and conditions prove to be wholly or partially ineffective or should gaps in the contract that require supplementation become apparent during the execution of a contract, this will not affect the validity of the remaining provisions of the contract and / or these conditions, nor the validity of the contract and / or of these conditions as a whole. Rather, the contractual partners undertake today to interpret, supplement, reinterpret or replace the ineffective provision or to fill in the loophole in the contract in such a way that the economic purpose of the intended provision is achieved in the best possible way.

Insofar as the contractual partner is a merchant within the meaning of the Commercial Code or a legal person under public law or a special fund under public law, Lübeck is agreed as the exclusive place of jurisdiction for all disputes arising from the contractual relationship or in connection with these conditions. This also applies in the event that the contractual partner does not have a general place of jurisdiction in Germany.