



## TERMS OF USE

of

**Learnship Networks GmbH**, Stolberger Straße 374, 50933 Cologne, Germany  
and/or any of their subsidiaries and/or affiliated companies within the meaning of  
Section 15 of the German Stock Corporation Act (AktG)

(hereinafter referred to as „**Learnship**“)

for

the use of Learnship's internet learning applications, whether website or mobile  
(collectively referred to as the "**Learning Platform**") and other Learnship services –  
including browsing websites (collectively referred to as "**Services**")

Learnship offers courses and other services in the field of further education and training within the framework of online solutions as online face-to-face training, blended learning and/or self-paced learning. In addition to business language training in a foreign language, Learnship also offers intercultural training for employees.

Learnship's customers are generally employers who book training, further education and advanced training services with Learnship for their employees. The customer's employees, other beneficiaries designated by the customers and the project owners (e.g. HR managers) on the customer side (each hereinafter referred to as "**User**") use the Learning Platform to access these Services of Learnship. The User can also be a person making an individual purchase to access Learnship' Services or perusing the website.

Users registered on the Learning Platform have the opportunity to participate in assessments, courses and/or training programs offered by Learnship (hereinafter referred to as "Training Program"). The respective Training Programs are provided by Learnship via the Learning Platform.

### 1. Subject of the Contract

The following Terms of Use regulate the use of the Learning Platform by the User and any other Services offered to the User and supplement the General Terms and Conditions (GTC) of Learnship, which are available at <https://www.learnship.com/en/terms-conditions/> and which apply to the purchase and performance of the Services, provided that the customer and Learnship have not agreed otherwise.

## **2. Authorized User / Registration / Data Processing**

Only natural persons registered as Users by Learnship are authorized to use the Learning Platform, subject to their compliance with the present Terms of Use. However, there is no entitlement to use the website and the provided Learning Platform.

The use of the Learning Platform requires an “account” of the User with Learnship. Accounts can be created by a separate registration of the persons authorized to use the Learning Platform by the User, the User’s employer or by Learnship. When registering minors, the consent of their legal guardians to use the Learning Platform is a prerequisite. When registering, Users undertake to provide truthful and complete details of the data requested as part of the registration process, in particular their valid email address. In case of doubt, Learnship is entitled to demand proof of the accuracy of the information provided.

The User’s personal data is collected and processed in accordance with Learnship’s Privacy Notice, available under <https://www.learnship.com/en/european-privacy-policy/>.

A user agreement on the grounds of these Terms of Use with Learnship shall only be entered into and deemed to be concluded when Learnship confirms the registration or tacitly/conclusively accepts it by making the services and Training Programs available to the User via the Learning Platform. Learnship is entitled to terminate the user agreement at any time without notice and without stating reasons.

## **3. Services of Learnship**

Access to the Learning Platform and the Services of Learnship are offered to the User free of charge, but are granted exclusively within the framework of the technical, operational and financial possibilities of Learnship. The User is therefore not entitled to the access of the Services and the organization of certain Training Programs. In this respect, the User is responsible at the User’s own expense for providing the hardware and internet access required for participation in the Training Programs.

Learnship reserves the right to discontinue its Services at any time and to change the nature and scope of the Services provided. When the Services delivered on the Learning Platform are discontinued or if material changes are made to the Learning Platform, the User will be informed of this beforehand within a reasonable period of time by email and/or when registering and is entitled to object to these changes. The objection entitles both parties to immediately terminate the corresponding user agreement.

## 4. Obligations of the User

### (1) User's Account

The User undertakes (1.) not to pass on to third parties a password assigned to the User during registration for the User's account and/or determined by the User, (2.) to keep the account information current and protected from access by such third parties and (c) to log out of the User's account at the end of each session. The User is solely responsible for maintaining the confidentiality and security of his/her account and password. Learnship shall be entitled to block access to its Learning Platform if there is reasonable suspicion that the password is being used by unauthorized third parties. The User will be informed of this and will be assigned a new password.

### (2) Acceptable Use of the Services and Prohibited Conduct

The User will not use the Services of Learnship for commercial purposes and will use them only for his/her personal use and within the scope of Learnship's intended use of its Services.

The use of an account to read out, store or pass on personal data of other users or for purposes other than the intended use of the Learning Platform is prohibited.

When using the Learnship Services and the Learning Platform, the User may not send or store on a data carrier any data which, by its type or nature, size or number, is likely to impair the functioning of Learnship's computer systems or those of third parties or infringe the rights of third parties (e.g. viruses, spam emails, etc.).

In particular, but not limited to, the User agrees NOT to use the Services to:

- a. upload, download, post, email, transmit, store, share, import or otherwise make available any content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, confidential or otherwise objectionable;
- b. stalk, harass, threaten or harm other Users or Learnship personnel;
- c. pretend to be anyone, or any entity, the User is not – the User may not impersonate or misrepresent himself/herself as another person, entity, another User, a Learnship employee, or a civic or government leader, or otherwise misrepresent the User's affiliation with a person or entity;



- d. engage in any copyright infringement or other intellectual property infringement (including uploading any content to which the User does not have the right to upload), or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;
- e. adapt, download, revise, broadcast, reverse engineer, duplicate, publish, modify, disseminate, display, transfer, or otherwise copy, disclose and/or distribute any Learnship content and material on the Services, unless specifically authorized by Learnship;
- f. post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements;
- g. mislead recipients as to the origin of any content transmitted through the Services ("spoofing");
- h. upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Services (or any part thereof), or any other computer software or hardware;
- i. interfere with or disrupt the Services (including accessing the Services through any automated means, like scripts or web crawlers), or any servers or networks connected to the Services, or any policies, requirements or regulations of networks connected to the Services (including any unauthorized access to, use or monitoring of data or traffic thereon);
- j. take screenshots of content shared by another User of the Services at any time and for any reason
- k. plan or engage in any illegal activity; and/or
- l. gather and store personal information on any other users of the Services to be used in connection with any of the foregoing prohibited activities.

## **5. Intellectual Property**

No copyright and/or other intellectual property rights are transferred from Learnship to the User within the scope of this user agreement. In particular, the User does not acquire any rights to the material and content of Services made available and/or accessible as part of the Training Program attended by the User. These, as well as the ownership

thereof, remain exclusively with Learnship and its licensors, unless expressly communicated otherwise by Learnship in individual cases.

Learnship respects the intellectual property of others and ask that the User does the same. Learnship responds to notices of alleged infringement if the notices comply with the law and such notices should be reported to Learnship's legal department at [legal@learnship.com](mailto:legal@learnship.com).

## **6. Consequences of Breaches of Duty / Indemnification**

In the event of a breach of any obligation arising from these Terms of Use by a registered User, Learnship is entitled to block and deactivate the User's account immediately and without prior notice, to delete content or, in the case of obvious misuse of the account and violations of third parties' rights or use, to delete it immediately, as well as to take other suitable measures to protect itself, its services and/or the Learning Platform against such breaches. The same applies in case that there is sufficient reasonable suspicion of such violations.

In case of a culpable breach, the User shall be liable to Learnship for compensation of all damages arising from this. In such cases, the User shall also indemnify Learnship against any justified claims by third parties, including the actual costs incurred for legal defense. All further claims remain reserved.

## **7. Liability**

- (1) Learnship shall always use reasonable skill and care to ensure that the information provided on the Learning Platform and its webpages is up-to-date, correct and complete and has created its own content to the best of its knowledge. However, Learnship accepts no responsibility for its accuracy, completeness or up-to-dateness, nor for its legality or for content provided by third parties.

Furthermore, Learnship does not give any warranty with regard to a specific scope of services or the error-free and uninterrupted availability of the Training Programs and Services offered. In particular, Learnship also assumes no guarantee for a successful learning experience for the User.

For this third-party content, Learnship is not responsible under the statutory provisions of sections 8 to 10 of the German Telemedia Act (TMG) and is also not in a position to comprehensively check and/or monitor the legality of the content uploaded or published by third parties or to investigate circumstances that indicate illegal activity. This also applies to hyperlinks. Learnship does not adopt these contents as its own.

- (2) The liability of Learnship, on whatever legal grounds, for damage caused by it, its legal representatives or its respective vicarious agents - subject to the following - is limited as follows:

In case of a slightly negligent breach of a material obligation arising from the contractual relationship (" Cardinal Obligation"), Learnship's liability is limited to the amount of the damage foreseeable at the time of conclusion of the user agreement and typical for the user agreement. "Cardinal Obligations" within the context of this user agreement mean those obligations whose fulfilment makes the proper execution of the user agreement possible in the first place and on whose compliance a party to the user agreement may regularly rely.

Furthermore, Learnship is not liable for the loss or deletion of data or the slightly negligent breach of non-substantial obligations arising from the contractual obligations.

These above limitations of liability shall not apply in cases of gross negligence or willful misconduct or in cases of mandatory legal liability, in particular in the event of the assumption of a guarantee or in the event of culpable injury to life, limb or health.

## **8. Termination / Cancellation of the User Agreement**

The User may terminate this user agreement at any time without notice by deleting the account or by sending an email to Learnship. In the event of termination, Learnship is entitled to block and/or delete the respective account and all content of the registered User.

A User's termination of the user agreement does not relieve the customer from its obligation to pay for the Services purchased.

## **9. Amendment / Supplement to the Terms of Use / Final Provisions**

Learnship is entitled to amend these Terms of Use and its other policies referenced herein in part or in full at any time, irrespective of the legal grounds, provided that the User is not unreasonably disadvantaged as a result. This is always the case if the changes are without economic disadvantages for the User. Learnship will inform the User of the changes in advance within a reasonable period of time by posting a notice to alert the User of the pending changes when the User is registering to the Learning Platform. The User can object to these changes. The objection entitles both parties to immediately terminate the corresponding user agreement. However, the changes shall be deemed to have been approved if the User continues to use the Learning Platform after the notified



date of entry into force of the changes. The User will be informed separately of the legal consequences of the objection to the amended Terms of Use.

All disagreements and legal disputes arising from or in connection with these Terms of Use shall be governed exclusively by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Mandatory statutory regulations of the respective national consumer protection remain unaffected.

Should individual provisions of these Terms of Use be invalid, this shall not affect the validity of the remaining provisions or the Agreement as such.

The English version of these Terms of Use shall prevail, any other language version is provided as a courtesy only.