

## General Terms and Conditions for the E-Learning Platform of BPM&O GmbH

### § 1 Scope and Provider

1. BPM&O GmbH (hereinafter: BPM&O), Domstrasse 37, 50668 Cologne offers as **BPM&O Akademie** an e-learning platform for Process Management under the internet domain: [bpmo-elearning.com](http://bpmo-elearning.com) (hereinafter: E-Learning Platform) based on the following General Terms and Conditions (GTC) as well as seminar descriptions and individual service descriptions (quotation).
2. Individual contractual agreements take precedence over these GTC.
3. Deviating, conflicting or supplementary GTC are not part of the contract, unless their validity is explicitly agreed.

### § 2 Subject of the contract / Scope of service

1. BPM&O provides digital training programs in form of e-learning courses according to extend and scope specified in the descriptions on the E-Learning Platform, on the website [www.bpmo.akademie.de](http://www.bpmo.akademie.de) and/or seminar catalogue which are accessible to everyone.
2. The e-learning courses are available in German and English and each last between 45 and 60 minutes.
3. The e-learning courses are divided into different catalogs:
  - Freely available catalog
  - Process Management Basics
  - Operational Process Management
  - Process-oriented Customer Journey MappingEach catalog can contain one or more e-learning. The modules of the catalogs can be ordered as bundle or individually for a fee.
4. In any case, BPM&O reserves the right to make changes to its digital training program and the content of the e-learning courses at any time.

### § 3 Registration and user account

1. To access the E-Learning Platform, a registration to create a so-called user account is required.
2. For registration, the submission of data and information by the user is required. In doing so, the user is obliged to provide correct information.  
If a wrong identity is chosen and this becomes known to BPM&O, the contractual relationship will be terminated immediately without notice. BPM&O explicitly reserves the right to claim damages in this case.

3. When registering, it is also necessary to enter a so-called voucher code. Access to the (paid) catalogs on the E-Learning Platform is regulated via these voucher codes.
4. Users can register for guest account using the voucher code "Guest" and, thus, access all freely available information on the E-Learning Platform. The guest account is valid for a period of 14 days.
5. When registering, the user chooses a username and a user-related password. The user is obliged to treat this information confidentially.  
The username chosen by the user must not consist of an e-mail or internet address, it must not violate the rights of third parties - in particular no name or trademark rights - and it must not violate common decency.
6. By registering, the user agrees to these general terms and conditions for the E-Learning Platform.
7. The user account is not to be made available to third parties to use by the user. If BPM&O becomes aware that a user has made his user account available to third parties, BPM&O is entitled to terminate the account without notice and at the same time reserves further claims against the user.
8. If the user account is used by unknown third parties without their knowledge and consent, the user must inform BPM&O immediately after discovery about the misuse.
9. Every user is generally liable for all actions that originate from the user account and/or are carried out using the user account. There is no liability if the user account is misused without a breach of the due diligence obligations arising from the contractual relationship.
10. Each user obligates themselves to BPM&O to only use one user account at a time.

### § 4 Usage of paid content

1. The user has the opportunity of ordering e-learning courses to charge on the E-Learning Platform.
2. The net prices and period of use disclosed on the E-Learning Platform apply.  
The applicable statutory value added tax (VAT) must be added to all price information and will be stated separately on the invoice.
3. Information provided on the E-Learning Platform does not represent a legally binding offer, but rather a non-binding catalog. By clicking the button "Order to charge", the user submits a binding order. BPM&O Akademie

confirms the receipt of the order in writing by e-mail. With confirmation, the order shall become binding.

4. The user will receive an invoice as PDF by e-mail after 2-3 working days at the latest. At request, the invoice will be delivered via post mail. The invoice is due upon receipt and is payable within 14 days thereafter without deductions.
5. Furthermore, the user receives a voucher code to redeem in their user account to activate the ordered e-learning courses as well as an instruction how to activate the voucher code. This voucher code can be redeemed at any time and is valid for 3 months from the time of activation.
6. The offer to redeem the voucher code is always non-binding. There is no entitlement to permanent availability of the offered e-learning.
7. Passing on the voucher code to third parties or sharing the e-learning with third parties who have not acquired a voucher code or e-learning course is not permitted.

#### § 5 Period of use, termination

1. Guest accounts are available for a period of 14 days.
2. If the user has ordered one or more e-learning courses to charge, the e-learning courses are available for a period of 3 months - unless otherwise agreed - from the time of redemption of the voucher code in their user account.
3. After the intended period of use has expired, the user account will be automatically deleted. The user will be informed by e-mail shortly before the deletion.
4. The user can terminate their account on the E-Learning Platform at any time. Termination requires the written form. It shall be by e-mail to: [elearning@bpmo.de](mailto:elearning@bpmo.de). A new registration is possible at any time.
5. BPM&O reserves the right to block or terminate the user account and thus the period of use of any ordered e-learning courses at any time, in the event of gross or negligent violations of the terms of use.

#### § 6 Right of use

1. All rights to training documents (e.g. handouts, case studies) and e-learning lie exclusively with BPM&O. Reproduction of the training documents or e-learning of BPM&O Akademie as well as any other use, e.g. by third parties, requires the written consent of BPM&O.
2. When using the E-Learning Platform, the user receives the simple right of use, which is non-exclusive, non-transferable, and limited in terms of time.
3. Any copyright notices, marks or trademarks may not be removed.
4. If the user provides data, such as a profile picture in the user account, the user grants BPM&O the right to use it for a limited period of time.

#### § 7 Availability, technical support

1. BPM&O endeavors to always provide users with technically flawless access to the E-Learning Platform or access to the e-learning courses.
2. BPM&O is entitled to limit or interrupt the availability of E-Learning Platform at any time and without prior notice for maintenance or upgrading.
3. In the event of impairment of availability or disruptions on the E-Learning Platform, the user can contact the technical support of BPM&O.

Technical support is available Monday to Friday from 9 a.m. to 4.30 p.m. by phone at: +49 (0) 221 99787520 or by e-mail at: [elearning@bpmo.de](mailto:elearning@bpmo.de).

4. BPM&O is not responsible for impairments or malfunctions, in particular caused by a firewall, internet crashes or malfunctions on the user's side.

#### § 8 Liability

1. BPM&O accepts no liability for damage caused by force majeure, such as power failure, natural disasters, network or server errors, internet disruptions or legal changes, etc.
2. BPM&O is only liable for damages in connection with the provision of e-learning in the case of intent and gross negligence.
3. BPM&O is liable in accordance with the statutory provisions for damage resulting from damages to life, body or health based on negligent or willful breach of duty by BPM&O or a legal representative or vicarious agent of BPM&O.
4. The limitation of liability does not apply to damage that is based on the violation of a so-called cardinal obligation (i.e. a contractual obligation that enables the proper execution of the contract in the first place and on the fulfillment of which the user regularly trusts and may trust).
5. Liability according to the provisions of the Product Liability Act remains unaffected.

#### § 9 Data protection

1. By registering and using the E-Learning Platform, the user agrees to the privacy policy of BPM&O.
2. BPM&O protects the personal information of the user and will treat data provided during registration confidentially. For more information on the use, transfer and storage of personal information, please see our privacy notice: [bpm-akademie.de/en/privacy-notice/](https://bpm-akademie.de/en/privacy-notice/)
3. The legal regulations of data protection are always maintained.

#### § 10 Adjustments to the general terms and conditions

1. Adjustments to these terms and conditions are possible at any time due to legal and/or technical requirements. In this case, the user will be informed of the planned adjustments by e-mail and given the opportunity to

object to the adjustments to the terms and conditions within four weeks.

2. If the user does not explicitly object, the user hereby express his consent by silence. This legal obligation of silence shall be explicitly indicated in the context of the information on adjustments to the general terms and conditions.
3. If the user objects to the adjustments in due time, the use of the E-Learning Platform is no longer possible. In this case, both parties are entitled to an extraordinary notice of termination of the contractual relationship.

#### § 11 Choice of law and place of jurisdiction

1. The applicable law of the Federal Republic of Germany applies.
2. The United Nations Convention on Contracts for the International Sale of Goods (CISG) explicitly do not apply.
3. Place of jurisdiction for all legal disputes is Cologne if the client is a company, a legal entity under public law or a special fund under public law.

#### § 12 Severability Clause

If one or more provisions of these general terms and conditions are invalid, it does not invalidate the entire contract. The ineffective provision will be replaced by the valid legal regulation.