

General Terms and Conditions of the activeMind.academy training portal of activeMind AG

The activeMind.academy training portal (www.activeMind.academy) is a service provided by activeMind AG Management- und Technologieberatung, Potsdamer Straße 3, 80802 Munich.

The following General Terms and Conditions apply, currently in version 3.0 dated 27 January 2025.

1 Scope of application

These General Terms and Conditions (hereinafter "GTC") of activeMind AG Management- und Technologieberatung (hereinafter "Provider") apply to all contracts of an entrepreneur (hereinafter "Customer") with the Provider for the use of the activeMind.academy training portal (hereinafter "Portal") or participation in webinars, online training or (online) training courses (hereinafter "Training")

We hereby expressly object to the inclusion of the Customer's own terms and conditions, unless otherwise expressly agreed individually in writing.

An entrepreneur within the meaning of these GTC is a natural or legal person or a legal partnership that acts in the exercise of its commercial or independent professional activity when concluding a legal transaction. By accepting GTC, it is confirmed that the person accepting them is authorized to enter into legal transactions on behalf of the Customer.

Insofar as the use of Portal is already regulated and billed on a flat-rate basis in an existing contract for ongoing support between the Customer and Provider, the provisions of the respective contract shall take precedence over these GTC in the event of any contractions.

2 Contractual partner

Our offer is aimed exclusively at entrepreneurs, which is why only entrepreneurs can become contractual partners.

The Customer's contractual partner is

activeMind AG Management and Technology Consultancy
Potsdamer Street 3
80802 Munich

3 Subject matter of the contract

The subject matter of the contract is the provision of the Portal with the contractually agreed training content for the duration of the contractual term. The Customer shall receive the contractually agreed number of individual accesses, each of which may only be used by one person ("Participant"). Within the portal, the participant can access the agreed training content and, if successfully completing a training course, may have the opportunity to generate a certificate. The management of participants is made available to the customer through group leader access.

The subject matter of the contract may also include the provision of and participation in free webinars, paid Training.

4 Reservation of availability

Access to the Portal is subject to availability. A one hundred per cent availability cannot be guaranteed for technical reasons and is therefore not assured by the Provider. In particular, maintenance, security or capacity-related concerns, as well as events beyond the control of the Provider may lead to disruptions in availability.

The Provider shall make all reasonable efforts to ensure availability in proportion to the necessary effort. For example, maintenance work shall be carried out, where possible, based on experience, usage is low. In the event of unavailability, the Provider shall take appropriate measures to restore availability as soon as they become aware of this issue.

In the case of Training, the Customer is responsible for checking that the technical requirements are met before booking the Training and ensuring that they are met at least until participation in the Training. A refund of participation fees in the event of technical problems, lack of technical requirements or connection problems on the part of the Customer's is not possible.

5 Portal use - rights and obligations

The Provider shall make the contractually required Training materials available on the Portal in standard format. It is the sole responsibility of the Customer to provide that participants with the technical means to access the training content. This includes, in particular, appropriate hardware and software and a sufficiently fast internet connection for the streaming of video, images and sound.

Participant management may be carried out by the Customer himself via the group leader access (training coordinator).

The setup of the group leader's access shall be completed within 3 business days after the contract is concluded.

The Customer is obligated to ensure that the access credentials provided by the provider are protected against unauthorized access by third parties. The Provider shall support this by technically enforcing secure passwords. Should the Customer become aware of unauthorized access, the Provider must be informed immediately.

The Customer is prohibited from recording or downloading Training content, such as the videos provided, unless expressly agreed otherwise.

For support enquiries, the Customer can contact the Provider via e-mail or through the contact form.

6 Granting usage rights to documents

All works made available to the Customer by the Provider are protected by copyright. The Customer is granted a simple, non-exclusive, and non-transferable right of use for the duration of the contract. The works may only be used for the Customer's own purposes.

The permitted type of use by the Customer is limited to utilizing the content for the purpose of Training themselves or their own employees using the provided materials and, if applicable, obtaining proof of completion. The use of some content is dependent on the creation of individual access per employee.

Any use of the documents or parts thereof beyond the intended use is prohibited without the written consent of the Provider. In particular, it is not permitted to exploit the documents or parts thereof or to use them beyond the intended use (e.g. sale, rental or lending) and to pass on or make the documents or parts thereof accessible to third parties, unless this is necessary to fulfil obligations to provide evidence or due to legal requirements.

If the Customer culpably violates these obligations, they shall forfeit a contractual penalty appropriate to the violation. This contractual penalty has no influence on other claims of the Provider. The amount of the penalty shall be determined by the Provider at its reasonable discretion. It shall become due upon declaration to the Customer. Alternatively, the determination may be made by a court.

7 Conclusion of contract

The Provider provides an order form which the Customer can specify the desired services. The fully completed order form provides the Customer with a final price overview. The content published on the Provider's Portal does not constitute a binding offer on the part of the Provider. Instead, they serve as an invitation for the Customer to submit a binding offer to the Provider. The contract is concluded upon the Provider's sending the order confirmation.

Alternatively, the Provider shall submit an offer on request, for example via the contact form provided on the Portal page. The Provider is bound by this offer for a period of 4 weeks. The contract is concluded when the Customer accepts the offer.

8 Cancellation of training courses

We reserve the right to cancel Training due to insufficient demand or number of participants or for other important reasons for which we are not responsible (e.g. sudden illness of the instructor, force majeure). Any participation fees already paid shall be refunded. Further liability and compensation claims arising from the cancellation or change to the event, except for damages related to injury to life, body, or health, are excluded unless caused by intent or gross negligence on our part.

9 Data protection

Part of the offer includes the data processing agreement provided by the Provider, the conclusion of which is a contractual requirement for using the Portal. By accepting the offer for Portal usage, the Customer confirms that they enter into the data processing agreement (<https://activemind.academy/avv>) as provided by the Provider.

The Provider processes personal data on behalf of the Customer for the fulfilment of the contract. The Customer is the controller pursuant to Article 4 (7) of the GDPR, while the Provider acts as the processor in accordance with Article 4(8) of the GDPR. The conclusion of a data processing agreement pursuant to Article 28 (3) of the GDPR is a mandatory requirement to provide the contractual services in compliance with the law.

When participating in Training, the privacy policy applies, which can be accessed at: <https://www.activemind.academy/ueber/datenschutz/>

10 Remuneration

The offer may be either free of charge or subject to a fee, depending on the product description.

The amount of the consideration to be paid can be found in the cost information on the order form or in the offer.

If the stated prices do not include statutory value-added tax (VAT), they are net prices, and the applicable VAT must be added.

Payment is made on receipt of invoice. The invoice is issued immediately after acceptance of the offer. In the case of a contract extension, the invoice shall be issued at the time of the respective extension. Unless otherwise agreed, the invoice amount is due without deductions 14 days after the invoice date.

In the case of payments in countries outside the European Union, additional costs may arise in individual cases that are beyond the Provider's control and must be borne by the Customer, such as fees for money transfer charged by financial institutions.

If access to the Portal or Training and remuneration have already been regulated in a separate agreement between the parties, this clause does not apply.

11 Liability

In the event of a negligent breach of material contractual obligation, liability is limited to compensation for the foreseeable damage that is typical for the contract at the time of its conclusion.

Essential contractual obligations are obligations which the contract imposes on the Provider to achieve the purpose of the contract, the fulfilment of which is essential to the proper execution of the contract, and on the fulfilment of which the Customer may regularly rely.

The provider's total liability is limited to a maximum of €2,500,000 per calendar year. Claims for compensation expire one year after their occurrence.

Any further liability is excluded. These limitations do not apply to claims from intentional or grossly negligent breaches of duty, fraudulent intent and injury to life, limb or health.

12 Term and termination

The cooperation for the ongoing use of Portal has a minimum term of 12 full calendar months, unless expressly agreed otherwise in writing. The contract shall be automatically extended by another 12 months at the end of each term unless terminated with a notice period of 3 months before the current term expires.

The right to extraordinary cancellation for good cause remains unaffected. All terminations, regardless of the reason, must be made at least in text form. (§ 126b BGB).

Participation in individual sessions or individual training courses constitutes a one-time participation as specified in the product description. In these cases, the contractual relationship does not renew automatically.

13 Applicable law

The law of the Federal Republic of Germany shall apply to all legal relationships between the parties to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

14 Final provisions

All disputes arising from the contractual relationship must be brought to the court at the registered office of the Provider. The Provider is also entitled to file a suit at the Customer's headquarters.

In the event of breaches of contractual obligations, in particular recording or downloading Training materials in breach of contract or exceeding the rights of use granted for documents, the Provider reserves the right to take legal action in addition to extraordinary cancellation and blocking access to the Portal.

Any invalidity of a provision of these terms and conditions shall not affect the other provisions. Invalid provisions shall be replaced by provisions that come closest to the economic purpose of the invalid clause. The same applies to any gaps that need to be filled.