

## **TERMS OF SERVICE FOR Trainingsmarkt Online WEBSITE**

### **Section 1: Description of Services**

These terms of service ("**TOS**") is an agreement between you and LM IT Services AG Corporation that apply to your access to and use of this website and the LM IT Services AG products, materials, software, information, tools, services, updates, enhancements and new features that LM IT Services AG makes available to you via this website (collectively the "**Services**"). LM IT Services AG reserves the right to change these TOS at any time without notice to you by posting new terms. If you do not agree to the changes, you must stop using the Services. You can view the most current version of the terms by clicking the "Impressum" hypertext link located at the bottom of any web page that is part of this website.

### **Section 2: Acceptance of the Terms of Service**

By accepting these TOS when that option is made available to you, by using the Services or by continuing to use the Services, you agree to abide by the most current version of these TOS without modification by you. If you do not agree, you may not access or use the Services.

By creating an account, accepting these TOS, or by using the Services, you represent that you have either reached the age of "majority" where you live or have valid parent or legal guardian consent to be bound by these TOS. If you do not know whether you have reached the age of majority where you live, or do not understand this section, please ask your parent or legal guardian for help before you create an account for this website. If you are the parent or legal guardian of a minor that creates an account for this website, you accept these TOS on the minor's behalf and are responsible for all use of the account and Services, including purchases, whether the minor's account is now open or created later.

Please note that LM IT Services AG does not provide warranties for the Services. These TOS also limits our liability. These terms are in sections 11 and 12.

### **Section 3: Privacy and Consent to Share Information**

**3.1 Information Use and Disclosure by LM IT Services AG.** Your privacy is important to LM IT Services AG. As part of the Services, LM IT Services AG may automatically upload, track and record information about your devices, your use of the Services and Services performance. Please read the [LM IT Services AG Privacy Statement](#) as it describes the types of data LM IT Services AG collects from you and your devices ("**Data**") and how we use and disclose that Data. The privacy statement also describes how LM IT Services AG uses your content, which is your communications with others; postings or feedback submitted by you to LM IT Services AG via the Services; and the files, photos, documents, audio, digital works, and videos that you upload, store or share through the Services ("**Your Content**"). By using the Services or agreeing to these TOS, you consent to LM IT Services AG's collection, use and disclosure of Your Content and Data as described in the [LM IT Services AG Privacy Statement](#).

#### **3.2 Acknowledgment and Consent by You.**

(a) If you use your work email account to open your account for this website, you agree that LM IT Services AG may share your usage Data for any training content and assessments

accessed through the Services with your employer and you acknowledge that by agreeing to share this Data, you are allowing your employer to view reports on your usage Data.

(b) If you are a LM IT Services AG employee and you use your lm-ag.de email account to open your account for this website, you agree that LM IT Services AG may share your personal information and usage Data for any training content and assessments accessed through the Services with your management at LM IT Services AG and you acknowledge that by agreeing to share this Data, you are allowing your management at LM IT Services AG to view reports on your usage Data.

**3.3 Data Transfer Notice.** Your Data and Your Content (including personal data from the European Economic Area and Switzerland) may be transferred to, stored and processed in the United States or any other country in which LM IT Services AG or its affiliates or subcontractors maintain facilities. You appoint LM IT Services AG to perform any such transfer of your Data to any such country and to store and process your Data in order to provide the Services. LM IT Services AG abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

#### **Section 4: Website Account, Notifications and Service Availability**

**4.1 Website Account.** You must have an account for this website to access and use the Services. You may have only one (1) account for this website at a time. You agree (a) not to provide any false, inaccurate or misleading information when registering for your account, and (b) to maintain and update your account information so it remains current and accurate. You are required to sign in with your website account each time you access the Services. You may not transfer to any third party, either temporarily or permanently, any rights to access or use the Services or your account. You may not use anyone else's account to access the Services. You are solely responsible for: (a) keeping your password and account confidential, and (b) any and all activities that occur under your account. You must promptly notify LM IT Services AG of any unauthorized use of your account or any other breach of security. LM IT Services AG will not be liable for any loss that you incur if someone else uses your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by LM IT Services AG or another party if someone else uses your account.

**4.2 Account Use.** You must use your account to keep it active. This means you must sign in at least once in a five-year period to keep your account and Services active. If you don't sign in during this time, we may assume your account is inactive and we may close it for you. LM IT Services AG may permanently delete your Data, Your Content and usage reports from its servers if (a) you no longer have an active account for this website, or (b) the Services are canceled, or (c) your access to the Services is terminated and LM IT Services AG does not have any duty to provide you with Your Content, Data, or usage reports. LM IT Services AG will not be liable for any loss or damage you may incur from the deletion of any of Your Content, Data or usage reports. If LM IT Services AG reasonably suspects that your account is being used by a third party (for example, because of an account compromise), LM IT Services AG may suspend or terminate your account.

### **4.3 Closing Your Account.**

(a). You can close your account at any time. To close your account, please follow the instructions at the "Support" hyperlink located at the bottom of any webpage that is part of this website.

(b). If your access to the Services is terminated, the Services are canceled or your account is closed (whether by you or us), a few things happen. First, your right to use the Services stops immediately and your license to use the software and materials related to the Services ends. Second, we may delete Your Content and the Data associated with your account or may otherwise disassociate it from you and your account (unless we are required by law to keep it). Third, you will lose access to the tools and content you've acquired.

**4.4 Service Notifications.** When there's something important to tell you about a Service, we'll send you notifications to the email associated with your website account.

**4.5 Service Availability.** Some or all the Services (a) may be unavailable from time to time, (b) may be offered for a limited period of time, or (c) may vary depending on your region or device. We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and LM IT Services AG is not liable for any disruption or loss you may suffer because the Services were not available. In the event of an outage, you may not be able to retrieve your Data that you've stored.

**4.6 Additional Equipment/Data Plans.** To use many of the Services, you'll need an internet connection and/or data/cellular plan. You might also need additional equipment, like a headset, camera or microphone. You are responsible for providing all connections, plans, and/or equipment needed to use the Services and for paying the fees charged by the provider(s) of your connections, plans, and equipment.

**4.7 Support.** For customer support for the Services, follow the instructions at the "Support" hyperlink located at the bottom of any webpage that is part of this website.

## **Section 5: Your Content**

Many of our Services allow you to store or share Your Content or receive material from others. We don't claim ownership of Your Content. Your Content remains Your Content and you are responsible for it.

When you share Your Content with other people, you understand that they may be able to, on a worldwide basis, use, save, record, reproduce, transmit, and display Your Content without compensating you. If you do not want others to have that ability, do not use the Services to share Your Content. You represent and warrant that for the duration of these TOS, you have (and will have) all the rights necessary for Your Content that is uploaded, stored, or shared on or through the Services and that the collection, use, and retention of Your Content will not violate any law or rights of others. LM IT Services AG cannot be held responsible for Your Content or the material others upload, store or share using the Services.

To the extent necessary to provide the Services to you and others, to protect you and the Services, and to improve LM IT Services AG products and services, you grant to LM IT Services AG a worldwide and royalty-free intellectual property license to use, make copies of, retain,

transmit, reformat, publicly display, and distribute Your Content on the Services. If you publish Your Content in areas of the Service where it is available broadly online without restrictions, Your Content may appear in demonstrations or materials that promote the Service. We do not use what you say in email, chat, video calls or voice mail, or your documents, photos or other personal files to target advertising to you. Our advertising policies are covered in detail in the [LM IT Services AG Privacy Statement](#).

## **Section 6: Use of the Services**

When using the Services, you must comply with the terms in these TOS. The Services are solely for your personal and non-commercial use. You may be unable to use the Services outside the country associated with your account. By agreeing to these TOS, you are agreeing that, when using the Services, you will follow these rules:

- You will not misrepresent your identity.
- Do not submit or upload any work or answers that aren't entirely your own.
- Do not provide access to, disclose, copy, distribute, transmit, display, record, post, or publish any assessment questions or answers.
- Do not modify or alter any assessment results or course completion certificates.
- Don't do anything illegal.
- Don't violate or infringe another party's rights, including any copyright, trademark, patent, trade secret, moral, privacy right, personal rights, or any other intellectual property or proprietary right.
- Do not use the Services to harm, stalk, abuse, threaten, or harass another person, organization or LM IT Services AG.
- Do not use the Services to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature.
- Do not: (i) circumvent or bypass any technological protection measures in or relating to the Services or any element thereof, or (ii) disassemble, decompile, hack, decrypt, emulate, exploit, or reverse engineer any software or other element of the Services that is included in or accessible through the Services, except and only to the extent that the applicable copyright law expressly permits doing so.
- Do not use the Services in any manner that could damage, disable, overburden, or impair any LM IT Services AG server, or the network(s) connected to any LM IT Services AG server, or interfere with any other party's use and enjoyment of any Services.
- Don't attempt to gain unauthorized access to the Services or other accounts, computer systems or networks connected to any LM IT Services AG server or to any of the Services, through hacking, password mining or any other means.
- Don't engage in activity that is harmful to you, the Services, or others (e.g., posting terrorist content, communicating hate speech, or advocating violence against others).

- Don't help others break these rules.
- Don't use the Services to advertise or offer to sell or buy any goods or services.
- Do not violate any code of conduct or other guidelines.
- Do not harvest or otherwise collect information about others, including e-mail addresses.
- Do not use, download or otherwise copy, or provide to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.
- Do not obtain (or try to obtain) any data from the Services, except the data that LM IT Services AG intends to make available to you.
- Don't use the Services to publish, post, upload, distribute, share or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Don't engage in activity that is false or misleading (e.g., asking for money under false pretenses, impersonating someone else, manipulating the Services to increase play count, or affect rankings, ratings, or comments).

If you violate these TOS or if LM IT Services AG suspects fraud or unauthorized or improper use of the Services, we may stop providing Services to you or we may close your website account. We may also block delivery of a communication (like email or instant message) to or from the Services to enforce these TOS or we may remove or refuse to publish your Content for any reason. When investigating alleged violations of these TOS, LM IT Services AG reserves the right to review Your Content to resolve the issue. However, we cannot monitor the entire Services and make no attempt to do so.

LM IT Services AG reserves the right to disclose any information as LM IT Services AG deems necessary to satisfy any applicable law, regulation, legal process or governmental request in LM IT Services AG's sole discretion.

### **Section 7: Rights to Change or Cancel the Services**

LM IT Services AG may change or cancel the Services or remove or change content, features or other elements of the Services at any time, without notice for no reason. LM IT Services AG may also cancel or suspend your use of the Services at any time without notice and for any reason. If your account for this website is closed, or if LM IT Services AG blocks your access to the website, or if the Services are cancelled, your right to use the Services, including any LM IT Services AG content and software related to the Services, stops immediately.

### **Section 8: LM IT Services AG Content**

Any content that LM IT Services AG makes available as part of the Services is the copyrighted work of LM IT Services AG or its suppliers and is licensed, not sold. Your use of the content is governed by these TOS, unless other license terms accompanied or are included with the content, then those terms apply. LM IT Services AG grants you permission to access and use

the content solely for your personal and non-commercial use, provided your use complies with these TOS and you do not:

- distribute, reproduce, adapt, modify, link to, post, forward, transmit, display, disseminate, publish, make derivative works from, sublicense, assign, transfer or lend the content;
- remove, modify or tamper with any copyright or protective notices or measures;
- post the content on any networked computer for access by any other computer on the network or broadcast it in any media;
- use the content for any commercial purposes; or
- permit any third-party to access or use the content.

LM IT Services AG may at any time for any reason and without notice remove any content from the Service. The content is provided for informational purposes only and LM IT Services AG makes no warranties, either express or implied, relating to it.

Some content is licensed to you by third parties. LM IT Services AG does not grant you any additional rights (express or implied) for such third-party content.

### **Section 9: Use of Software**

Unless accompanied by a separate license agreement, any software made available by us to you to download as part of the Services is subject to the terms of these TOS. If you comply with these TOS, we grant you the right to install and use one copy of the software per device for use solely by you and as part of your use of the Services.

The software is licensed, not sold, and LM IT Services AG reserves all rights to the software not expressly granted, whether by implication, estoppel, or otherwise. This license does not give you any right to, and you may not:

- circumvent or bypass any technological protection measures in or relating to the software;
- disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer any software that is included in or accessible through the Services, except and only to the extent that the applicable copyright law expressly permits doing so;
- separate components of the software for use on different devices;
- publish, copy, rent, lease, sell, export, import, distribute, or lend the software; or
- transfer the software or any software licenses.

The software may include third party programs that LM IT Services AG, not the third party, licenses to you under these TOS. Notices, if any, for the third-party programs are included for your information only. Your license to use the software ends if the Services are canceled, your account for this website is closed, or your access to the website is blocked.

## **Section 10: Intellectual Property Rights**

LM IT Services AG and its suppliers retain all right, title and interest in and to the Services, including all copyrights, patents, trade secrets, trademarks and other intellectual property rights. LM IT Services AG reserves all rights not expressly granted in these TOS. These TOS only gives you some rights to use the Services. Unless applicable law gives you more rights despite this limitation, you may use the Services only as expressly permitted in these TOS. In doing so, you must comply with any technical limitations in the Services that only allow you to use it in certain ways. Without limiting the rights under copyright, no part or component of the Services may be reproduced, stored in or introduced into a retrieval system, or transmitted in any form or by any means (electronic, mechanical, photocopying, recording, or otherwise), or for any purpose, without the express written permission of LM IT Services AG.

## **Section 11: No Warranty**

**LM IT SERVICES AG, AND OUR AFFILIATES, RESELLERS, DISTRIBUTORS AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." YOU BEAR THE ENTIRE RISK OF USING THE SERVICES. LM IT SERVICES AG DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE SERVICES. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT AND DATA LOSS WON'T OCCUR, NOR DO WE GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM THE COMPUTER NETWORKS. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TOS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE.**

## **Section 12: Limitation of Liability**

If you have any basis for recovering damages, you agree that your exclusive remedy is to recover from LM IT Services AG or any of its affiliates, resellers, distributors, third-party apps and service providers and vendors for all successful claims only direct damages up to U.S. \$5,00. **YOU CANNOT RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES AND LOST PROFITS.** These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything related to these TOS or the Services. Some or all of these limitations or exclusions may not apply to you if your state, province, or country doesn't allow the exclusion or limitation of incidental, consequential, or other damages.

### **Section 13: Third-Party Products and Services**

Our Services may allow you to access or acquire products, services, websites, links, content, material, certificates or applications from third parties ("**Third-Party Products and Services**"). The Third-Party Products and Services may also allow you to store your Content or data with the publisher, provider, or operator of the Third-Party Products and Services. The Third-Party Products and Services may present you with a privacy policy or require you to accept additional terms of use before you can install or use the Third-Party Products or Service. You should review any additional terms and privacy policies before acquiring or using any Third-Party Products and Services. Any additional terms do not modify any of these Terms. You are responsible for your dealings with third parties. LM IT Services AG assumes no responsibility or liability whatsoever for the Third-Party Products and Services. LM IT Services AG does not license any intellectual property to you as part of any Third-Party Products and Services and is not responsible for information or services provided by third parties.