



Digital Sales Hub

Terms of Use

on the use of digital products ("Toolkits") and trainings ("E-Learnings")

offered via the platform of
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represented by
Daniel Gäßler and Stephan Haus
registered in the commercial register of the district court Neuss under HRB 22037
VAT ID No.: DE347882612
- hereinafter referred to as "Provider" -

and the user described in § 2
- hereinafter referred to as "User"

§ 1 Scope and Definitions

(1) Digital products ("Toolkits") and trainings ("E-Learnings") can be purchased via the above-mentioned platform of the Provider. By assignment via e-mail link, the Acquirer enables the User to use the purchased Toolkits and E-Learnings. The following terms of use in the version valid at the time of confirmation shall apply exclusively to any use of the Toolkits and E-Learnings in the relationship with the Provider.

(2) For an Acquirer who uses the Toolkits and E-Learnings himself, the contractual terms and conditions within the scope of purchase contracts for digital products "Toolkits" and Trainings "E-Learnings" (General Terms and Conditions) shall apply with priority. These provisions shall only be used as a supplement. In the General Terms and Conditions, the Acquirer is referred to as the Customer.

(3) The terms "Toolkit" and "E-Learning" describe the digital products and trainings made available to the User. While Toolkits are designed for local use via download, E-Learnings are based on an online solution. The content of the Toolkit and E-Learning offerings varies and results from the contractual agreements between the Acquirer and the Provider. The User is not entitled to any contractual rights vis-à-vis the Provider with regard to the purchased Toolkits and E-Learnings. Any rights in the event of impairment of use must be asserted against the Acquirer.



§ 2 Online Account

(1) Toolkits and E-Learnings can be accessed and used via an online account made available by the Provider for this purpose. The creation of an online account with data of another person or inaccurate data is not permitted. The Provider owes an availability of the online account with a time share of at least 90% daily from 9:00 a.m. to 5:00 p.m. and an availability of at least 70% outside these core hours. The aforementioned minimum values are determined on a monthly basis. Non-availabilities during scheduled maintenance work, which the Provider has announced with an appropriate lead time of at least 12 hours, shall not be taken into account when calculating the minimum values.

(2) The use of the online account requires a mandatory registration. The registration of a legal entity may only be made by a natural person authorized to represent the entity, who must be identified by name. The Provider may refuse to accept registrations if there is an objective reason for doing so, e.g., if incorrect information is provided. The mandatory information required for registration can be found in the Provider's currently valid privacy policy.

(3) The User's access to the online account is password-protected and can be accessed via the Internet. The User is obliged to keep his access data and password secret and to protect them from misuse by third parties. The Provider's employees are not authorized to request passwords by telephone or in writing. When choosing a password, the generally known security rules must be observed (length, complexity of the password). Changes of the password are only possible online within the online account. The User has to inform the provider immediately in case of loss of the access data, the password or in case of suspicion of misuse of such data. Furthermore, the Provider is entitled to block access to the online account in the event of misuse. The User is liable to the Provider in case of culpable misuse.

(4) The online account also serves to provide downloadable documents such as personal certificates for the completion of E-Learnings. These documents are based on the data provided by the User during registration. The Provider is not responsible for the correctness of the deposited data.

(5) The User can delete his online account at any time. The Provider can delete the online account on a date communicated to the User without specifying reasons, whereby the deletion may be carried out no earlier than 1 day after notification. In this case, the User loses access to the download links for Toolkits or E-Learnings assigned to him as well as any documents provided.

§ 3 Scope of Use

(1) The User is not included in the contract between the Provider and the Acquirer of the Toolkit or E-Learning assigned to him. He is only entitled to a simple right of use



depending on the rights of the Acquirer. If, for example, the Acquirer cancels his acquisition, the user's right of use would also cease.

(2) The Provider reserves the right to regularly optimize, expand or editorially adjust the content of the Toolkits and E-Learnings being offered. This will generally be done to correct errors or to update the content with regard to newer developments in data protection legislation.

(3) The Toolkits and E-Learnings assigned to the User shall be available immediately after assignment by the Acquirer and can be accessed via the User's online account. With regard to availability, § 2 (1) of these Terms of Use shall apply.

(4) The User shall not be entitled to make any claims against the Provider due to defects or deficiencies in performance. In the event of any defects, the User must contact the Acquirer in order to demand that the Acquirer assert any existing claims against the Provider.

(5) Only the User is responsible for his IT system environment. Requirements for the hardware and software environment that must be fulfilled on the User's side for the use of the Toolkits and E-Learnings result from the respective description on the platform.

§ 4 Liability

(1) Claims of the user for damages are excluded. Excluded from this are claims for damages by the user arising from injury to life, body, health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the Provider, its legal representatives or agents. Essential contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract.

(2) In the event of a breach of essential contractual obligations, the Provider shall only be liable for the foreseeable damage typical for this type of contract if such damage was caused by simple negligence, unless the User's claims for damages are based on injury to life, body or health.

(3) The restrictions of paragraphs 1 and 2 shall also apply in favor of the legal representatives and vicarious agents of the Provider if claims are asserted directly against them.

(4) If applicable, the provisions of the Product Liability Act shall remain unaffected.



§ 5 Responsibility for Content

(1) The User alone is responsible for the content and correctness of the data, contributions or information transmitted by the user. The User is obligated not to transmit any data whose content violates the rights of a third party or data with criminal content.

(2) The Provider has the right to edit or delete content, as well as to temporarily or permanently deactivate or delete online accounts, if laws or these terms of use are violated or if abusive content is involved. Abusive content is given, for example, in cases of harmful, obscene, threatening, insulting or otherwise violating the rights of third parties. The same applies to content that serves to send and store viruses, Trojans, harmful computer codes or similar. This catalog is not exhaustive.

§ 6 Copyright and Rights of Use

(1) The User is entitled to a non-exclusive right of use to the Toolkits or E-Learnings assigned by the Acquirer. Use is permitted only within the scope assigned by the Acquirer and in accordance with the statutory provisions. If the Acquirer's right of use expires, the use by the user shall also terminate.

(2) The contents as well as the structure of the offered Toolkits and E-Learnings and the related documents and files including all authorized copies are the intellectual property of the Provider. Any use beyond this requires the explicit consent of the Provider. In particular, any materials and files provided in association with the use of assigned Toolkits and E-Learnings may not be passed on to third parties (sublicensing or distribution), nor may they be copied, converted, made publicly available, duplicated or stored on data carriers or other media unless this has been expressly permitted.

(3) The User is prohibited from changing copyright notices, marks, trademarks and/or ownership information on the materials or files provided in association with the use of assigned Toolkits and E-Learnings.

(4) The User may use the results, information and documents provided in association with the use of assigned Toolkits and E-Learnings exclusively for private or internal company purposes. The Provider reserves all rights and claims with regard to copyrights, trademarks and other related property rights as well as all methods, processes, ideas and concepts, business secrets and know-how contained in the Toolkits and E-Learnings.



§ 7 Changes to the Terms of Use

(1) The provider reserves the right to change these terms of use at any time, even within the existing user relationship. He will inform about such changes at least 6 weeks before the planned entry into force of said changes.

(2) If the addressee does not object within 6 weeks of receipt of the notification, the changes are regarded as effectively agreed from the expiry of the deadline. In the notification of change, reference shall also be made to the right of objection and to the consequences of an objection. In the event of an objection, the Provider shall be entitled to terminate the contractual relationship on the date on which the changes are scheduled to take effect.

§ 8 Final Provisions

(1) The usage relationship between the Provider and the User shall be governed by the laws of the Federal Republic of Germany. The statutory provisions on the restriction of the choice of law and on the applicability of mandatory provisions, in particular of the state in which the User as a consumer has his habitual residence, shall remain unaffected.

(2) If the User is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from the usage relationship between the User and the Provider shall be the Provider's registered office.