

GTC for business customers

§ 1 Preamble

The edudip corporation (edudip GmbH) offers solutions for booking and organizing interactive webinars (online classes) and online consultations. It provides the technical requirements to set and book webinar offers for communication and to implement webinars and other online events in virtual conference rooms.

§ 2 Field of application

For the contractual relations between edudip and the members only the following commercial terms and conditions are valid. General terms and conditions of the customer do not apply.

§ 3 Identity of the contractual partner

The contract is concluded with the edudip corporation (edudip GmbH)
edudip GmbH
Jülicher Straße 306
52070 Aachen
Authorised representative of the CEO: Dipl. Ing. Torsten Kämper
Registration number in the trade register: Amtsgericht Aachen HRB
16012
USt-ID-Nr.: DE269966479

§ 4 Scope of services

edudip provides the technical possibilities to enable the contact between trainers or consultants and participants and the initiation of contracts as well as the organization of webinars in virtual conference rooms.

edudip gives the customer the non-exclusive right to use the software products provided by edudip in the agreed form in accordance with these terms and conditions related to the pricing model selected by the customer.

Thereby the customer receives the time-limited right to use the end customer component of the product on the webserver assigned by edudip. The use within the meaning of the contract is the retrieval of the services provided by the software products. A transfer of the

program itself is not the subject of the contract. edudip explicitly reserves the right to revise the chosen name of the subdomain.

The user undertakes not to register any domain names that violate legal regulations, that interfere with the rights of third parties or violate them or to register domains for improper, speculative or anti-competitive purposes. As a consequence thereof the distribution of illegal, offensive, racist, discriminatory or pornographic content on domains under the top-level .edudip is prohibited. Furthermore, the user is obliged to not register any domains that give the incorrect impression that these are domains or generally accepted abbreviations, contents or services of public bodies or their affiliated organizations, known as plagiarizing public authority domains.

The user further undertakes not to register any domain names that violate ethical or criminal principles (illegal, violent, racist, ethnically offensive, harmful to minors, indecent, offensive or otherwise contrary to good manners domains) or could jeopardise the reputation of the edudip GmbH. Furthermore, no domains are allowed that use words or parts of words that could be generally and objectively perceived offensive. These include especially insulting or defamatory words or parts of words that might violate the ethical, religious or moral sense of internet users.

§ 5 Cancellation

Cancellation right

You have the right to cancel this contract within fourteen days without giving reasons.

The withdrawal period is fourteen days and begins on the day of the conclusion of the contract.

To exercise your right of withdrawal, you have to inform us (edudip GmbH, Jülicher Straße 306, 52070 Aachen, Tel.: +49 241 4004768-0, Fax: +49 241 4004768-9, E-Mail: info@edudip.com) about your decision to cancel the contract by means of a clear statement (such as a letter sent by post, a telefax or an e-mail). You can use the attached model withdrawal form which is not mandatory, however. You can fill out and submit the model withdrawal form or any other unequivocal statement on our website <https://www.edudip.market/> electronically. If you make use of this option, we will immediately send you a confirmation (e.g. by e-mail) of the receipt of such a withdrawal.

In order to meet the deadline of the withdrawal period it is sufficient

for you to send the notice on the exercise of the right of withdrawal before the withdrawal period ends.

Consequences of withdrawal

If you cancel this contract, we will return all the payments that we have received from you, including delivery costs (with the exception of the additional costs arising from the fact that you have chosen a type of delivery other than the low-prices standard delivery offered by us), immediately and at the latest within fourteen days from the date on which we received your notice on the cancellation of the contract. For this repayment, we use the same method of payment that you used for the initial transaction, unless you explicitly agreed otherwise. You will not be charged fees for this repayment in any case.

If you requested that the services are to begin during the withdrawal period, you have to pay us a reasonable amount that matches the share of the already provided service until the time at which you informed us about the exercise of the right of withdrawal concerning this contract, compared to the full extent of the services as provided in the contract.

§ 6 Use of the platform

I. General conditions

1.

The platform must be used only for information about webinars, to participate in webinars and to perform webinars and other online events in the virtual conference and consultationrooms.

2.

The members are obliged to keep their password secret and so to ensure the access to their member account. If there are any indications that third parties have procured unauthorised access to the member's account, edudip has to be notified immediately and the password has to be changed by the member.

If the data that were submitted through the registration process change, the new data must be reported to edudip in writing immediately.

Since edudip has only a limited review about the accuracy of the deposited member data, even when written evidence is submitted,

the provision of false information is not excluded. Therefore each member has to check the contractors identity by himself or herself.

The membership account must not be transferred to third parties. Contact data of other members that are known through the use of the platform may be used only for (pre-)contract communication.

3.

On the platform, in the webinars and in other events no data shall be set, no statement shall be made, no information shall be given and no contents shall be transferred which violate law or morality or injure rights of third persons or discriminate persons of other races, of other ethnic origin, of other gender, of other religion or belief, disability, age or sexual orientation.

Members may only advertise on the platform for webinars which also are held on the platform.

You may not do anything, tolerate or encourage anything that might disturb the orderly operation of the platform, in particular the orderly operation in the virtual classrooms.

4.

To use the platform, especially for the organization of a webinar and for the participation in a webinar and other online events, the compliance of the following technical conditions are required:

- a standard DSL connection
- an internet browser in accordance with the current state of the art
- a a current version of the program "Adobe Flash Player"
- for active participation: headphone and microphone
- for passive participation: speaker

The members agree to comply with the technical minimum requirements and to check if the connection to the virtual conference rooms can be established in good time prior to a webinar or prior to the participation in a webinar. In case of technical troubles they further agree to remedy existing malfunctions early enough if they are responsible for them. If a connection cannot be established, edudip must be informed in time. You can contact edudip via the contact information in the legal notice of the website or via the service hotline **+49 241 4004768-0**.

5.

The resale of the moderator licenses is not permitted without written

consent of the edudip GmbH.

II. Use of the platform as a participant

Only those members who have booked the webinar may attend these. For other persons the active or passive participation is not allowed.

III. Use of the platform as a trainer or consultant

1.

Trainers or consultants may only conduct webinars or other online events where compliance with the minimum technical requirements is ensured (see § 6 I No. 4).

If the webinar is published on the edudip Marketplace (additional option) you are obliged to describe the content of your webinar in your webinar offer and to inform about the beginning of the webinars, the minimum number of participants and the application fee.

The teachers are solely responsible for compliances with the legislation in force. edudip draws particular attention to the observance of relevant rules of distance selling law, the teleservice law, tax law, the provisions of the price regulation, the Distance Learning Protection law and the obligations in electronic commerce.

2.

The webinars, which are offered and booked on the platform are to be held in the virtual classrooms of edudip.

3.

If a webinar has not been booked yet, it can be changed or deleted by the teachers. The deletion of a webinar offer that has already been booked is only possible through edudip.

4.

edudip is authorised to delete a webinar offer or a webinar or other online events from the platform, if there is an evidence of violation against § 9 I No. 3 of the terms and conditions by setting offers or the implementation of webinars and other online events. A webinar offer or a webinar can also be deleted if the minimum number of participants is not achieved at the start of the event or if the webinar was not fully conducted.

5.

To ensure a trouble-free flow of payments (see § 7), the trainers oblige that their current bank account is deposited at edudip. In case that a teacher is responsible for a chargeback or incorrect entries, the trainer is obligated to pay the resulting costs within 14 days on the specified account of edudip. Without prejudice to other rights edudip is entitled to disable the trainer's account if such payment has not been made on time and if edudip has threatened the teacher with a lock of his account by a writing or per email 14 days before. If it is not reasonable for edudip to observe the waiting period, edudip is allowed to disable the member's account immediately and without prior notice.

§ 7 Payments

edudip handles the payment transaction for the payment of participation fees between participants and presenters after the following regulations. Since edudip only acts as a clearing house, edudip does not check the creditworthiness of the members.

The participation fees are to be paid by the participants to edudip before the start of the webinar. As soon as edudip receives the payment, edudip will send a link to the participant with its help the participation on the booked webinar is possible.

Via the system of the platform, bills of the bookings are sent automatically via email on behalf of the presenter to the participants. The trainers will automatically receive a copy of the respective invoice by email.

The registration fees are paid to the teachers after the accomplishment of the webinar.

edudip is technically able to determine whether a webinar was performed or not. If edudip determines through such a test that a webinar has not been held or if a teacher notifies edudip about a cancellation of a webinar that has already been booked, the claim of a teacher's withdrawal of the participation fee expires and in this case edudip reimburses the participants' registration fee in full return to the participants. This does not apply for a webinar that was deficient or not implemented in full length.

§ 8 Fees**I. Membership fees**

The fees are listed under "<https://www.edudip.market/webinarsoftware/>" and can be printed and downloaded there. All prices are net prices. Delivery and/or shipping costs do not occur.

The fees are due immediately after the conclusion of the contract. edudip offers downloads of all invoices for paid fees in the internal section for the customer.

If the trainer or consultant selects direct debit as payment method, he has to pay all generated costs (currently the amount of 5,00 EUR net per failed debit), in case that the debit could not be processed. In case of a chargeback when paying by credit card, the trainer is responsible for a cancellation fee of currently 40,00 EUR net per chargeback.

II. Participation fees

The fees for the participation in the webinars (participation fees) conform to the contractual agreements between trainer and participant. The payment of the participation fee is due upon a successful booking. If a participant selects direct debit, he or she is responsible for the generated costs in the case of a failed direct debit (currently 5,95 EUR per failed debit). In case of a chargeback when paying by credit card, the participant is responsible for a cancellation fee of currently 47,60 EUR per chargeback.

III. Cancellation charges

If a trainer or consultant cancels his paid webinar, he or she has to pay a cancellation charge of 2,50 EUR net per registered participant. If a participant cancels his registration of a paid webinar, the participant has to pay a cancellation charge of 5,95 EUR.

IV. Transaction charges

For certain payment methods transaction fees are to be paid by the platform operator, trainer or consultant. The amount of the resulting transaction fees are stated in the administration of the platform. Here the trainer or consultant can activate or deactivate the payment method.

§ 9 Exclusion of evading action

The conditions about fees (§ 8) and payment (§ 7) must not be

evaded.

§ 10 Duration and termination of a contract

The term of the contract results from the [valid specification of services and prices](#) at the time of the contract closing.

If the contract term of the business platform is 12 months or longer, then this period shall be prolonged by the same period of time, unless a contracting party opposes a prolongation at least two months before the end of the respective term.

edudip behält sich das Recht vor, Kundenkonten ohne fiskalische Grundlage und mit einer Inaktivität von mehr als 12 Monaten zu löschen. Als inaktiv werden Konten angesehen, welche länger als 12 Monate keinen Vertrag mit der edudip GmbH geschlossen haben.

§ 11 Exclusion of a member

edudip can exclude a member and his or her account as well as delete all his or her webinar offers and webinars, if edudip has indications that the member transgresses essential obligations of the terms and conditions or if the member has been assessed negatively, repeatedly. edudip will inform the member about the planned exclusion via email to give him or her the possibility to response. In the case of urgency, edudip is not obligated to this. In every case, edudip will take account of the member's legitimate interests. The right of extraordinary termination remains unaffected.

§ 12 Technical availability

Due to technical reasons, edudip cannot guarantee permanent full availability of the servers on which the platform is operated. At times, the availability of the platform may be limited - especially because of necessary maintenance or repair work. edudip will inform all members about the implementation of planned maintenance work and its extent in time by an information on the platform. If the system breaks down unpredictably, edudip will notify the members if possible about the extent and the duration of the outage.

§ 13 Liability

edudip is not liable for material damage and pure financial losses - on whatever legal reason - that arise in connection with the use of the platform, unless the damage arised from the infringement of an

essential contractual duty or some other intentional or roughly careless breach of obligation by edudip, their legal representatives or their assistants. Material contractual obligations are obligations whose fulfillment allow the proper execution of the contract and make the achievement of the purpose of the contract possible, so the contracting party can trust on, and as well obligations, which are for the protection of the contractor and its contractual legal positions of fundamental importance.

The liability for material damage and pure financial losses as a result of slightly negligent breach of a contractual obligation is limited to the replacement of the predictable damages when the contract was concluded.

§ 14 Set-off

Members may set off against claims of edudip only with undisputed claims or those declared final and absolute by a court.

§ 15 Release

The members undertake to exempt edudip from all claims of other members or third parties, which enforce these because of the violation of their rights due to the use of the platform through the respective member against edudip. This does not apply if the member is not responsible for the violation of rights. The obligation for exemption includes the acquisition of appropriate legal defense costs.

§ 16 Final clauses

I. Modification of the terms and conditions

edudip may change these terms and conditions at any time without giving any reasons. The modified terms and conditions with typographical highlighting of changes will be sent to the members by e-mail at least three weeks before they become effective.

The members can contradict to the changes within three weeks of receipt of that email. When a member continues the membership without contradicting the changes within this period, the amended terms and conditions are approved. edudip will point out the consequence of a consistent continuation of the contract in that email.

II. Applicable Law

The law of the Federal Republic of Germany shall apply. If a person concludes a membership contract as a consumer, i.e. for a purpose which cannot be regarded as a professional or commercial activity, the provisions of the state in which the user has his habitual residence are to be granted, insofar as they provide the user with greater protection than the law of the Federal Republic of Germany.

III. Jurisdiction

If the member is a merchant, a legal entity under public law or special fund under public law, or the member has no general jurisdiction in Germany, Aachen is the jurisdiction for any disputes arising in connection with the membership contract and the use of the platform. This also applies if a member has no general jurisdiction in Germany, moved his residence or usual place of residence after registration from the scope of the Federal Republic of Germany or even if the domicile or the habitual residence is not known at the time of the legal action has been risen.

IV. Severability Clause

The ineffectiveness of a fiscal condition does not affect the validity of the remaining terms and conditions.

Effective 11th July 2017