

## Terms & Conditions Productsup Academy

You must read and agree to the new Terms & Conditions in order to proceed

### Productsup Academy General Terms and Conditions of Use

These General Terms and Conditions of Use ("Terms of Use") govern the relationship between Productsup GmbH, Alex-Wedding-Straße 5, 10178 Berlin ("Productsup") and you ("you" or "User" and you and Productsup each a "Party" and together the "Parties") pertaining to the use of the Services offered under <http://academy.productsup.com> (the "Productsup Academy").

#### Recitals

A. Productsup and/or its Affiliates within the meaning of section 15 German Stock Corporation Act (*Aktiengesetz*) ("Affiliates") provide a cloud-based software solution to help its customers aggregate, optimize and syndicate their product content (the "Productsup Software"). The Productsup Academy aims to enable you to understand the Productsup Software in a better way and to obtain certified qualifications on the use of the Productsup Software.

B. For this purpose, Productsup offers trainings, tutorials, educational content and tests under the website <http://academy.productsup.com> (the "Services") subject to the following Terms of Use.

### 1. Registration and User Account

1.1 The use of the Services requires the set up of a User account (the "User Account") through registration via the Productsup Academy website.

1.2 By registering for Productsup Academy, you consent to these Terms of Use and to the Privacy Statement.

1.3 You must register with your Full Name and E-mail address.

1.4 Your registration is completed after completing all steps in the registration process and confirming your email-address through the verification link that will be sent to you by Productsup. After successful registration, you may use the Services through your User Account.

1.5 Your login credentials are for your personal use only and must be kept confidential. You are responsible for any use or misuse of your login credentials and all activities occurring from your User Account. You must use reasonable efforts to maintain the confidentiality of and prevent unauthorized use of, and you must promptly notify Productsup of any confidentiality breach or unauthorized use of, your login credentials or your User Account.

## **2. Use of the Services; Intellectual Property Rights**

2.1 You may use the Services exclusively through the Productsup Academy website and for non-commercial purposes only. Productsup reserves all right, title and interest in and to the Services provided to you, which are protected by proprietary rights and laws, including all related intellectual property rights.

2.2 You may not use the Services or any trade name, trademark, service mark or logo of Productsup or a Productsup Affiliate in any manner without Productsup's express prior written permission, and any such permitted uses will be subject to a separate License Agreement.

### 3. User Obligations

You may use the Services only in accordance with these Terms of Use. Especially, you may not

- use the Services for any purpose that is fraudulent or otherwise tortious or unlawful;
- harvest or collect information about Users of the Services;
- interfere with or disrupt the operation of, or attempt to gain unauthorized access to, the Services or the servers or networks used to make the Services available, including by hacking or defacing any portion of the Services; or violate any requirement, procedure or policy of such servers or networks;
- interfere with or disrupt the integrity of any information, data, content or other materials available in or through the Services;
- reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Services, except as expressly authorized in these Terms of User or by separate express, written consent from Productsup;
- disassemble, reverse engineer, or decompile any portion of the Services, except where such restriction is expressly prohibited by applicable law;
- frame or mirror any portion of the Services, or otherwise incorporate any portion of the Services into any product or service, except as expressly authorized by separate, written consent from Productsup
- systematically download and store any information, data, content or other materials available in or through the Services, except as required in order to use the Services or as expressly authorized by separate, written consent from Productsup;
- use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather any information, data, content or other materials available in or through the Services, or reproduce or circumvent the navigational structure or presentation of the Services, without Productsup's express prior written consent;
- access or use any Services if you are Productsup's direct competitor, or access or use any Services for any competitive purposes, including to build a competitive product or service;

- remove or modify the Services markings or any notices, including any markings or notices of Productsup's or any other party's proprietary rights.
- use any portion of the Services for any purpose, including duplicating any portion of any Services, using any portion of any Services for your internal business operations, for production purposes or for any commercial purpose (including use in connection with any advertising or other commercial solicitation), or making available to any third party any portion of the Services, except in each case as expressly authorized by separate, written consent from Productsup.

#### **4. Tests and Certifications**

4.1 You can acquire certifications that certify your knowledge and skill of using the Productsup Software (each a "Certification"). Certifications are documents identifying you as an expert on the use of the Productsup Software with regard to certain use-cases. All Certifications are subject to successful completion of a test. The Certifications can be found on the <https://educationproductsup.myabsorb.eu>.

4.2 To acquire a Certification, you need to pass the relevant test in a certain amount of time. Tests need to be purchased via the Productsup Academy website.

4.3 After you have passed the test, you will receive the relevant Certification by Email and for Download.

4.4 Certifications are valid for one year following the date of successful completion of the test and expire thereafter. The expiration date will be stated on the Certification. After expiration, you may not use the Certification anymore.

4.5 To renew your Certification, you need to re-acquire the relevant test via the Productsup Academy website and complete it successfully or perform a delta certification if available and applicable. The above provisions apply.

4.6 Productsup will keep a pseudonymous list of all certified Users to confirm the validity of

a certification towards third parties. You acknowledge that Productsup has a legitimate interest in keeping such list and hereby give your express consent.

## **5. Use of Certifications**

5.1 You may use a Certification vis-à-vis a potential employer, on your website, professional-network profile or in another relevant context to prove your acquired skills. You may use this Certification only in the form it is provided to you by Productsup.

5.2 You may not alter the Certification in any way; make any representation or warranty about Productsup, a Productsup Affiliate or the Productsup Software; make any statements or implications that you are associated with Productsup or a Productsup Affiliate; use any Productsup marks or other Intellectual Property of Productsup.

## **6. Indemnification**

6.1 The User shall indemnify and hold harmless Productsup from any and all rights and claims which third parties or government authorities assert against Productsup on grounds of any culpable infringement by the User or a culpable breach of a duty imposed on the User in these Terms of Use.

6.2 Furthermore, the User shall bear any and all appropriate costs (including attorneys' fees) which Productsup has to bear due to the fact that third parties introduce or take legal measures against Productsup, in or outside of court, on grounds of any culpable infringement by the User or a culpable breach of a duty imposed on the User in these Terms of Use.

6.3 Further claims and/or rights of Productsup shall remain unaffected hereof.

## **7. Limitation of Liability**

7.1 Any and all claims for damages and reimbursement of expenses of the User (each a "Claim"), irrespective of the legal grounds (breach of contractual obligations, contract, tortious act, etc.) shall be excluded. This shall not apply to (i) a Claim of the User based on loss of life, bodily harm, injury or illness caused by culpable conduct, (ii) a Claim resulting from an intentional or grossly negligent breach of duty by Productsup, its statutory representatives or vicarious agents, (iii) a Claim by reason of a liability under the Product Liability Act (*Produkthaftungsgesetz*) and (vi) a Claim due to a breach of essential contractual obligations (cardinal obligations). Essential contractual obligations are contractual obligations which must be fulfilled in order to duly execute the contract; accordingly, the User generally relies and may rely on the compliance with these obligations. In case of a breach of essential contractual obligations, Productsup shall only be liable for foreseeable damages typical of the contract, unless the Claim of the Customer is based on loss of life, bodily harm, injury or illness, or on intent or gross negligence.

7.2 The restrictions set forth in section 6.1 shall also apply to the benefit of the statutory representatives and vicarious agents of Productsup, in case the Customer asserts any claims directly against them.

7.3 The provisions of this section 6 do not constitute a change of the burden of proof to the disadvantage of the User.

## **8. Changes to these Terms of Use**

Productsup may change these Terms of Use in accordance with the sentences below provided that the change does impact the contractual content in a way that is material for the equivalency of the essential contractual rights and obligations between the parties.

Productsup will inform User about the change of the Terms of Use in writing by email to User's email address; the change shall be deemed to be effected one month after receipt of

User's information by Productsup and from this point in time, the changed version of the Terms of Use is binding for the existing agreements between Productsup and User.

## **9. Concluding Provisions**

9.1 The laws of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (UN sales law / CISG).

9.2 Place of venue for any and all disputes arising under or in connection with these Terms of Use shall be Berlin, Germany.

9.3 Should any provision of these Terms of Use be or become invalid, either partially or entirely, the validity of the other provisions shall remain unaffected hereof.

9.4 Any modification and amendment of these Terms of Use require the written form. This shall also apply to a waiver of this written form requirement. Any modifications and amendments must be explicitly identified as such and must be signed by authorised representatives of the Parties.

Users of the Academy Services can sign up to receive a newsletter from the Academy. Users that sign up to receive the newsletter understand that their personal data will be processed in accordance with the Productsup privacy Policy that can be found here: <https://www.productsup.com/privacy-policy/>

By signing up to the Academy newsletter, users Accept the Productsup Privacy Policy: <https://www.productsup.com/privacy-policy/>

## **Terms and conditions for training delivery**

These Terms and Conditions govern the participation and sign-up process for the (virtual) instructor-led training as offered under <http://academy.productsup.com> (the "Productsup Academy"). Your access to and use of this website, as well as all related websites operated by the Productsup Academy, is subject to the following terms and conditions and all applicable laws. By accessing and browsing this [site](#), you accept, without limitation or qualification, the terms and conditions below. Acceptance of these terms is necessary to follow the training. Participants will be able to find these terms <https://www.productsup.com/legal/>

### **Limited Space**

Registrations are accepted on a first-come, first-served basis. Confirmation of your booking will be emailed to you upon receipt of your booking. Detailed instructions on how to join will be sent to you no later than one week prior to the course date or upon registration for the bookings received within one week of the course date.

### **Course content and process**

The content covered during the courses and the chosen teaching methods are at the discretion of Productsup unless stated otherwise.

### **Cancellation**

Productsup reserves the right to cancel any course due to insufficient registered participants, or due to events beyond Productsup's reasonable control. In the unlikely event of cancellation, registrants will be notified and the course will be rescheduled to a later date if preferred by the registrant. Where at Productsup's discretion, the canceled course is not rescheduled, the registration fee will be entirely refunded to registrants. Any additional costs incurred by the registrant to attend the course will not be reimbursed by Productsup.

Registrants can cancel their registration up to 72 hours before the start of the course without penalty and with the entitlement to receive a refund of the registration fee. In the event in which registrants notify their cancellation of their participation to the event 72 hours before



the start of the course, 50% of the registration fee will need to be paid. Registrants from the same organization can switch seats until the start of the course without any costs. Cancellations must be notified in writing to [academy@productsup.com](mailto:academy@productsup.com). All notices shall be deemed to have been given upon confirmation of receipt by receiving party.

### **No show**

When a registrant does not take part in the registered course without notification, 100% of the participation fee will need to be paid.

### **Payment**

Any due payment shall be transferred and received in full by Productsup prior to the course start date.

### **Technical Requirements**

Participants are responsible for ensuring they have the necessary technological capabilities to access the Productsup training. This includes a computer with a modern browser and a stable internet connection. Productsup is not responsible for any technical issues on the participant's side that may prevent them from accessing the training.

### **Conduct of Participants**

Participants are expected to conduct themselves in a professional and lawful manner throughout the duration of the training. This includes adhering to all applicable laws and ethical standards. Any behavior deemed disruptive, inappropriate, or unethical may result in removal from the training session and potential barring from future sessions.

### **Intellectual Property Rights**

All training materials, including but not limited to videos, documents, presentations, and other related resources provided by Productsup are the exclusive property of Products Up GmbH. These materials are provided to participants for personal, non-commercial use only. Reproduction, distribution, transmission, or use of these materials for any other purpose,

especially commercial, without the express written consent of Productsup is strictly prohibited.

### **Limitation of Liability**

Productsup and/or the Provider, as indicated in the Order Form executed by Client on the purchase of these Academy Services, shall not be liable for any special, indirect, incidental, or consequential damages that may arise from the use of, or the inability to use, the training services and materials provided, even if Productsup has been advised of the possibility of such damages. Productsup's total liability to any participant for any claim arising out of or in connection with the training services shall not exceed the amount of the registration fee paid by the participant for the training session in question.

### **Privacy during and after courses**

Details of registered delegates and speakers (name, job title, company name, country only) will be placed on the attendee list, or within virtual sessions and will be shared with all delegates.

Sessions can be recorded for educational purposes and images and voices of participants may be taken during the sessions. By booking into a course/event you are confirming that you are aware of this and have no objections to your image or voice appearing in any material issued by Productsup after the meeting. However, if for any reason you do not wish Productsup to use your image or voice please let us know.

Registrants agree with course-related communications from Productsup, such as but not limited to confirmation emails, course feedback forms, additional course content, and follow-up course recommendations.

By participating in the course, Registrants explicitly agree with Productsup Privacy Policy available at <https://www.productsup.com/privacy-policy/>.

### **Indemnification**

The participant agrees to indemnify and hold harmless Productsup and its affiliates, officers, agents, employees, and partners from any claim or demand, including reasonable attorneys'

fees, made by any third party due to or arising out of the participant's conduct, connection with the Productsup Academy services, violation of these terms and conditions, or violation of any rights of another.

### **Applicable Law**

These terms and conditions are governed by and construed in accordance with the laws of Germany. Participants agree to submit to the exclusive jurisdiction of the courts located in Berlin, Germany, for the resolution of any disputes arising out of or in connection with the training or these terms.

### **Modification of Terms**

Productsup reserves the right, at its sole discretion, to change, modify, add, or remove portions of these terms and conditions at any time. It is the participant's responsibility to check these terms and conditions periodically for changes. The continued use of the Productsup Academy services following the posting of changes will mean that the participant accepts and agrees to the changes.

### **Contact Information**

For any questions or concerns regarding the training sessions, technical support, or administrative matters, participants may contact Productsup Academy via email at [academy@productsup.com](mailto:academy@productsup.com). For any questions or concerns regarding these Terms and Conditions, please contact [legal@productsup.com](mailto:legal@productsup.com). All efforts will be made to respond to inquiries within a reasonable timeframe.