



Contract

between

Eclipseina GmbH
Bernsteinstraße 4c
93152 Nittendorf, Germany

- hereinafter referred to as “Eclipseina” –

and

- the “client” –

For the provision of learning content
on an e-learning platform



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Preamble

Eclipseina GmbH is a consultancy and service provision company that offers systematic and module-based further education programmes as part of its further education academy for the embedded industry (“Embedded Academy”).

In this context, Eclipseina develops individual learning content on products, processes and technical content and prepares these for its e-learning platform. This platform can be accessed and used via desktop and mobile internet browsers.

The following contract thereby regulates the means of providing this learning content to respective customers, who can be both entrepreneurs (Section 14 German Civil Code (BGB)) and consumers (Section 13 BGB).

1 Subject of the contract

- (1) Eclipseina offers the client the opportunity to access all of the e-learning units developed by Eclipseina during a selected period (12 days, 12 weeks, 12 months). The client can see the scope of the offered units in advance at <https://embedded-academy.com/e-learning-en>.
- (2) This access will be unlocked as soon as the client registers on the website <https://embedded-academy.com/e-learning-en>, signs this contract and pays the fee for the selected period in accordance with paragraph 3.
- (3) The use of the individual learning content is progress-related. This means that the client has a control option regarding the content that has already been completed by monitoring the stored learning process in the user account and requesting a confirmation of participation after the content has been completed.
- (4) Eclipseina is entitled in a reasonable manner to modify, reduce, expand, replace or adapt the offered units or to completely remove individual units.
- (5) The client has no claim to the constant and long-term availability of the learning content provided by Eclipseina. In addition to this, the client also has no claim to whether all content available at the start of the chosen plan will remain available for the full duration of the chosen plan.

2 Conclusion of contract and registration

- (1) The contract shall come into effect by the client registering on the aforementioned website and creates an account in advance or as part of the ordering process.
- (2) The client then has the option to request the aforementioned chosen access at <https://embedded-academy.com/product/embedded-academy-e-learnings-en>.



- (3) The option to request the access to the platform does not yet constitute a legally binding offer on the part of Eclipseina, but is an invitation to the client to himself submitting a corresponding offer by submitting the request. During the ordering process, Eclipseina provides this contract for the client to download. Accepting these contract conditions is an essential requirement to be able to complete the ordering process. By clicking the “Buy now” button, the client submits an offer in the legal sense regarding the services from Eclipseina contained in the shopping cart. Eclipseina then confirms receipt of the order with an automated e-mail. The contract on the provision of the aforementioned services only comes into effect with this confirmation e-mail.

3 Cost

- (1) The cost of the services offered by Eclipseina will be shown in the shopping cart during the ordering process.
 - 12 Days: 150,00 Euro (excl. 19% VAT)
 - 12 Weeks: 600,00 Euro (excl. 19% VAT)
 - 12 Months: 1200,00 Euro (excl. 19% VAT)
- (2) It is due in advance with the conclusion of the contract in accordance with paragraph 2 (3).
- (3) Payment for the services provided by Eclipseina can be made with reference to the respective order or invoice number as follows: PayPal.
- (4) The place of performance for Eclipseina is the official headquarters in Regensburg.

4 Access to content

- (1) The client needs access software to use the content provided. This is the latest version of a commonly used internet browser as well as any additional items such as a PDF reader or a flash player. The provision of this access software is not part of this contract and is to be obtained by the client himself. Any costs that arise as a result of this are to be borne by the client.
- (2) The provision of the customer’s access to the internet is also not part of this contract. The client has sole responsibility for the functioning of his internet access, including transmission paths, and his own end device.
- (3) Eclipseina only owes the provision of a transfer point to which the client can establish their data connection. The establishment and maintenance of the data connection as such is not owed.
- (4) The client acknowledges that 100% availability of the aforementioned website is not feasible from a technical point of view. However, Eclipseina provides the e-learning content with an overall availability level of 95%. The total availability is calculated on the basis of the time in the contract period for the respective calendar month minus the maintenance work.



Eclipseina is entitled to carry out the maintenance work on weekdays from 7 a.m. to 11 a.m. for a total of two hours in a calendar month. Excluded from this are downtimes caused by maintenance and software updates, as well as periods during which the online server is not available on the internet due to technical or other problems that are not within Eclipseina's sphere of influence (force majeure, negligence by third parties).

5 Client's duty to cooperate

- (1) The client is obliged to provide truthful and complete information when registering and to update these details as needed throughout the use of the platform. The client must also keep his access details to the e-learning platform secret. Forwarding to third parties is prohibited.
- (2) Access cannot be transferred to third parties. The client is obliged to inform Eclipseina immediately as soon as he becomes aware of evidence that an unauthorised third party has accessed his user account. This also applies if the client remains unaware of this through gross negligence.
- (3) In the event that there is a violation of the aforementioned regulations, Eclipseina is entitled to block the client's access. The claim to remuneration remains unaffected.

6 Rights of use

- (1) The e-learning content offered concerns copyright-protected work. Eclipseina is entitled to the exclusive rights of use for these. For the duration of this contract, the client shall receive access to the respective learning content that has been made accessible by Eclipseina as part of the platform.
- (2) The client therefore receives a single, non-transferable right of use that is limited to the duration of this contract.
- (3) The client may use the learning content provided by Eclipseina solely for their own information and further education. Usage for other purposes is expressly prohibited. In particular, the client is not entitled, without prior written authorisation from Eclipseina, to offer, sell or rent to third parties the copyright-protected learning content provided by Eclipseina or to use it for the further education of third parties or to enable third parties to access it through unauthorised forwarding of the access data.

7 Licence violation

- (1) In the event of copyright infringing use, especially in the cases given in paragraph 6 (3), Eclipseina is entitled to injunctive relief, information and compensation against the client.



- (2) The scope of compensation shall be calculated in line with the licence fee that Eclipseina generally charges for use. Potential copyright-permitted additional fees for lacking usage rights and claims for further damages remain unaffected.
- (3) Continuing statutory claims remain unaffected.

8 Data protection

- (1) In connection with the business relationship, Eclipseina is entitled to store and process data received about the client, whether this comes from the clients themselves or from third parties, provided that this is required to implement and execute the order or business relationship.
- (2) Furthermore, regarding potential consents from the client and further information on data collection, processing and use, please refer to the privacy statement accessible via <https://embedded-academy.com> at any time by following the interactive “Privacy” button at the bottom of the homepage.

9 Liability

- (1) Eclipseina shall be liable for wilful conduct and gross negligence. For cases of slight negligence, Eclipseina shall be liable only in the event of a breach of an essential contractual obligation, the fulfilment of which enables the proper execution of the contract in the first place and on the observance of which the contractual partner frequently relies, as well as in the event of damages due to injury of life, body and health or based on given guaranties.
- (2) In the event of slight negligence, liability is limited to the amount of the foreseeable damages, the occurrence of which must typically be expected.
- (3) The above regulations also apply in favour of Eclipseina’s vicarious agents.

10 Term

- (1) The contract will be concluded for a limited duration.
- (2) From the start, in accordance with paragraph 2 (3), it has a minimum duration of a) 12 days, b) 12 weeks, c) 12 months.
- (3) Termination without notice for an important reason remains unaffected, provided that the continuation of the contract by the terminating party cannot be expected taking into account all circumstances of the individual case and weighing up the interests of both contracting parties.



11 Final provisions

- (1) The parties' additional general terms and conditions do not apply to this contract. This shall also apply if such conditions are not expressly contradicted.
- (2) All amendments and additions to contractual agreements must be recorded in writing for purposes of proof. This also applies to amending the clause requiring the written form itself.
- (3) If individual provisions of this contract are, or become, ineffective, this will not affect the effectiveness of the other provisions. In the event of ineffectiveness of individual provisions, the contractual partners shall endeavour to reach a new agreement, taking into account the interests of both parties, which comes as close as possible to the economic purpose of the ineffective provision. This also applies to loopholes in the contract that the parties subsequently become aware of.
- (4) This contract is governed by the law of the Federal Republic of Germany; the application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. If the client is a consumer, then the compulsory provisions of the law of the Member State in which the client is normally resident shall apply.
- (5) The exclusive place of jurisdiction for all legal disputes arising from or in connection with this contract is Regensburg, provided that the client is a business professional, legal entity under public law or a special fund under public law.