



§ 1 Subject of the terms and conditions for use

Subject of the following terms and conditions for use is the "BEKO Academy". The BEKO Academy is a service of BEKO TECHNOLOGIES GmbH (hereinafter referred to as BEKO). It involves a study management system which makes WWW-based study materials available to registered users in a variety of forms.

These terms and conditions for use shall apply to all users regardless whether the use is against payment or free of charge.

§ 2 Copyrights

The information, texts, software, pictures, videos, graphics and other materials made available by the BEKO Academy are protected by copyright, trademark or patent rights. Entitlement to the copyrights and rights of exploitation rests solely with BEKO or its licensors.

§ 3 Use of information and materials

The right to use the BEKO Academy and its contents shall be exercised solely by registered users; it is person-specific and cannot be transferred. The user is entitled to access, display, download, and print out the materials offered by the BEKO Academy and use them for study purposes.

The user is not permitted to duplicate, sell, transmit, or publish said materials or make them available to a third party in any other way or use them for other than study-related purposes.

Any use beyond the permitted use shall require BEKO's previous written consent.

§ 4 Registration and access code

The use of the BEKO Academy requires registration by the user.

The user shall be responsible for every case of use carried out with the aid of his user code and password. Concomitant with the use, the user expressly agrees that he is forbidden to communicate his user code and/or password to a third party. He shall ensure that his

user code and password are protected against unauthorized use.

If the user notices or suspects that his access data are being misused, he shall be obliged to inform BEKO without delay.

§ 5 Change of the offer

BEKO reserves the right to supplement, modify or invalidate parts or specific functions at any time. Changes to enhance quality shall be permissible at any time without previous announcement and without the user's agreement. Parts of the offer may only be invalidated by BEKO in so far as the totality of the offer is not called into question thereby.

BEKO reserves the right to restrict the usability of the BEKO Academy during such periods when operation of the platform cannot reasonably be expected because of maintenance and repair tasks. However, BEKO shall endeavour to keep downtimes as short as possible and take care to make all functions and contents available at all times.

§ 6 Warranty and liability

BEKO undertakes to design and run the BEKO Academy in a way that regularly guarantees its operability. However, BEKO does not give a warranty that operability with all the user's conceivable system configurations is guaranteed at all times. Within his sphere of influence, it is the user's responsibility to provide and maintain the technical prerequisites for the platform's usability.

The use of the BEKO Academy shall be at the user's own risk. BEKO accepts no liability for any damage whatsoever arising from the use of the BEKO Academy or its contents.

§ 7 Code of conduct in the forum

When using the forum and any if its components the friendly and respectful behaviour usual on the Internet is to be observed (Netiquette).

Every user shall be responsible for all information and files made available under his user name, and shall at the same time be obliged not to infringe any copyrights. BEKO and its moderators do not accept responsibility for the

content, correctness and form of individual contributions posted.

It is expressly forbidden to post contributions that are racist, pornographic, contemptuous of humanity, or offensive to common decency. The publication of advertising of any kind is not allowed.

In so far as a contribution violates the above rules, it is removed without previously informing the author; in the event of gross or repeated violations we reserve the right to block individual user accounts temporarily or permanently.

The utilization of contents and passing on of the same to third parties outside the forum shall require the consent of the respective authors. Within the framework of the forum and in conformity with the rules, complete or partial quoting of contributions by other persons is permissible.

§ 8 End of right of use

The right to use the BEKO Academy ceases with the expiry of the granted or agreed period of use.

In the event that

- the user knowingly gives or has given wrong information during registration,
- the user grossly or repeatedly violates the code of conduct in the forum, or
- violates the terms and conditions for use in any other way

BEKO reserves the right to block the offer immediately and terminate any contractually agreed use without notice; the right to claim further damage is reserved.

§ 9 Data protection

We comply with the legal regulations concerning data protection. You will find the current data protection declaration of BEKO TECHNOLOGIES GmbH on our website.

With respect to the user's personal data the following provisions shall apply additionally: After the user's first login

- access shall be blocked after one day in the case of guest access and all user-related data shall be deleted after 3 days,
- access shall be blocked after 3 months in the case of a course participant and all user-related data shall be deleted.

Where data are collected within the framework of a payment-based contract, they shall be stored in accordance with the valid legal regulations. Storage takes place on a system separate from the BEKO Academy. These data

shall be used exclusively for proving correct handling of the contractual relationship.

The user's study progress and study achievements shall only be stored to the same extent shown to the user. This information shall not be passed on to third parties (e.g. the user's superiors or principals). The proof of study achievements is entirely the responsibility of the user. When study units have been successfully completed, the user shall be provided with corresponding proof for his further unrestricted use.

§ 10 Changes of the terms and conditions for use

BEKO reserves the right to modify the existing terms and conditions for use. The user shall be notified immediately about such modifications.

By continued use of the offer the user agrees to the changed terms and conditions, even when he has not expressly stated his agreement.

If the user does not agree with the changes, BEKO shall need to be informed; in such a case the entitlement to use the BEKO Academy shall cease and any concluded contract for use shall be regarded as terminated without notice.

§ 11 Notification and information

These terms and conditions for use can be viewed online, in the version valid at the time, on the personal logon page of the respective user. We recommend all users to print out these terms and conditions for use or save them locally. If you have any questions regarding these terms and conditions for use, please contact:

BEKO Technologies GmbH
Frau Sabine Görden
Im Taubental 7
D-41468 Neuss
E-Mail: sabine.goerden@beko.de
Tel: +49-(0)2131-988-218

§ 12 Final provisions

Applicable shall be the law of the Federal Republic of Germany with the exclusion of UN Purchase Law (CISG) and of the referral regulations under German International Private Law.

Place of jurisdiction for all disputes between the user and BEKO shall be Neuss/Germany.

Should any individual clauses of these terms and conditions for use be found invalid, the validity of the other provisions shall not be affected thereby. In such a case the invalid

clauses are replaced by legally effective wordings corresponding to the intended meaning.

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