

## Terms of Use <sup>[1]</sup>

### Introduction

1. This website [www.trainingaid.org](http://www.trainingaid.org), ("Website") and all services available on and through the Website ("Services") are provided by TrainingAid GbR ("TraningAid"). The Services include online courses on various topics ("Courses").
2. These TrainingAid Website Terms and Conditions of Use ("Terms") govern the relationship between TrainingAid and the user of the Website ("you"), and others who interact with or use the Website.
3. By using or accessing the Website, you also acknowledge that these Terms constitute a binding agreement between you and TrainingAid, made for good consideration for the provision of Website and Services in exchange for the rights you grant to us in accordance with these Terms.
4. TrainingAid may amend the Terms at its sole discretion. Amendments will be effective immediately on publication on the Website. Your continued use of the Website following amendments to the Terms constitutes your acceptance of the amended Terms.
5. TrainingAid reserves the right to terminate these Terms and stop providing the Website and Services at any time.
6. The Terms make up the entire agreement between us regarding the Website, and supersedes any prior agreements. If any part of the Terms is found to be unenforceable, the remaining parts will remain in full force and effect.
7. Registration and participation on the Website is restricted to persons who are over 18 years of age; or are over 13 years of age and possess parental or guardian consent to participate on the Website. By registering on the Website, or accessing or using the Website, you warrant to TrainingAid that you fulfill the above access requirement, and that you have authority to enter into this agreement with TrainingAid on these Terms. You may not transfer any of your rights and obligations under these Terms to anyone else without our consent.
8. You agree to comply with all local rules regarding online conduct and acceptable content, and to comply with all applicable laws regarding the transmission of technical data exported from Germany or the country in which you reside.
9. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
10. Nothing in these Terms will prevent TrainingAid from complying with any law. If there is any breach of any of the Terms, TrainingAid may undertake our own investigations and inform relevant law enforcement agencies.

## **Privacy**

These Terms must be read in conjunction with the TrainingAid Privacy Policy <sup>[2]</sup>. You acknowledge and agree that personal and sensitive information you submit to us on the Website will be handled by us in accordance with the Privacy Policy, applicable laws and the terms set out in this section.

## **Registration and Account Security**

In order to access some parts of Website (such as Courses), you will need to become a registered user by setting up a personal account on the Website ("Personal Account"). The registration process will require you to provide TrainingAid with your full name, email address and a password to access your Personal Account.

At registration, you will also be required to select a screen name. Each user will have a unique screen name, which will be the personal identifier for each registered user and displayed on the Website. You acknowledge and agree that, by selecting a screen name, you are allowing everyone on the Website (and possibly people off the Website) to view that screen name, and (subject to any privacy controls that you may select) the content you post on the Website using that screen name. We reserve the right to refuse or remove any screen name for any reason (e.g. if we consider the screen name to be inappropriate, if we receive a complaint about the screen name, or if the screen name is already in use).

You must not create a Personal Account for anyone other than yourself without permission. You are only permitted to have one Personal Account, and agree not to create multiple Personal Accounts. You must not misrepresent your identity while using the Website. By registering, you warrant to us that the information that you are providing to us is complete, current and accurate. You are responsible for keeping your personal and contact information accurate and up-to-date, and for maintaining the confidentiality of your Personal Account (including password). You will not allow or authorize any other person to use your Personal Account. You must not access or attempt to access the Personal Account of any other user of the Website.

We reserve the right to terminate your registration at any time if we believe in our sole discretion that you have breached any of these Terms.

## **Restrictions on Use**

Any materials posted on the Website that you copy, print, or download are licensed to you by TrainingAid for your personal, non-commercial use only, provided that you do not change or delete any copyright, trademark, or other proprietary notices. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes any portion of the Website. TrainingAid reserves the right at any time to

modify or discontinue, temporarily or permanently, any part of the Website without notice. You agree that TrainingAid shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website.

## **Courses**

Some Courses may have additional eligibility requirements, as specified on the Website. You agree that you will not participate (or continue to participate) in any Course unless you satisfy the eligibility requirements for that course. By participating in a Course, you confirm that you satisfy the eligibility requirements for that Course.

You acknowledge that TrainingAid does not make any representation or warranty that completion of a Course will qualify you for any award or qualification. Subject to your satisfactory completion of a Course as determined by TrainingAid, you may be awarded a statement acknowledging your completion of the Course ("Certificate of Completion"), which is not equivalent to any qualification that might be awarded by an education provider. You acknowledge and agree that, unless otherwise stated on the Website, a Certificate of Completion does not convey any academic credit or entitle you to any recognition of prior learning.

We reserve the right to cancel, suspend, reschedule or modify the content of any Course at any time (including during the Course).

## **Posting on the Website**

You agree that all content that you post to the Website ("User Content") and select to make publicly available may be viewed by other users of the Website and on public search engines. TrainingAid does not claim ownership of User Content. However, with respect to content you submit or make available for inclusion on publicly accessible areas of the Website, you grant TrainingAid a royalty-free, non-exclusive, unrestricted, worldwide license to use, copy, sublicense, adapt, transmit, display, and incorporate such Content into other works in any format. "Publicly accessible" areas are those areas of the Website that are intended by TrainingAid to be available to the general public. These do not include portions that are limited to registered or paid users, Services intended for private communication such as email, or pages that are not hosted or served by TrainingAid.

User Content includes personal opinions and expressions posted on the forums within the Website. Such User Content will not be screened or moderated by TrainingAid and, in no circumstances, can be considered approved or endorsed by TrainingAid. By posting to or viewing forums on the Website, you agree that TrainingAid is not responsible or liable for any User Content.

You are responsible for all of the User Content you post on the Website. You represent and warrant to us that you own or have the right to use and reproduce (and license to us) all User Content that you post on the Website. You must not alter, damage or delete any content on the Website of which you are not the author, unless you have express permission from the author to do so.

You agree that you will not upload or post any of the following prohibited content anywhere on the Website:

1. Confidential information or other information that you do not have the right to disclose (whether under contractual obligation or otherwise);
2. Content that may be misleading or deceptive;
3. Advertising, marketing or promotional material, or other unauthorized commercial communications (such as spam);
4. Content which you do not have the right to post or otherwise transmit, such as content which is protected by copyright, trade mark, or any other proprietary right (unless you have express, written permission from the owner and, where applicable, include appropriate acknowledgement);
5. Material which contains a virus or other harmful (or potentially harmful) code;
6. Content that defames, harasses, bullies or threatens others. This includes language which is lewd, aggressive, insulting, racist, sexually explicit, threatens bodily harm / death, general serious threat, planting statements to provoke third party stalking harassment;
7. Content that discusses illegal activities, with the intent to commit (or encourage others to commit) such illegal activities;
8. Content that contains obscene or offensive language or images (such as pornography or nudity);
9. Content that is unlawful;
10. Content that is otherwise harmful (or potentially harmful) to us or other users of the Website.

TrainingAid reserves the right to remove any User Content from the Website in our sole discretion without notice.

## **Links**

The Website may provide, or third parties may provide, links to other sites or resources. Because TrainingAid has no control over such sites and resources, you acknowledge and agree that TrainingAid is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that TrainingAid shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

TrainingAid does not accept responsibility for material linked to or otherwise accessible through the Website. We do not review independent websites or control their content, but merely provides these links to you for your convenience. These links are not an endorsement of

products, services, or information provided by such websites. Further, the inclusion of these links to other sites does not imply that the owners or operators of those other websites have given permission for inclusion of these links, or that there is any relationship between us and the linked websites. You acknowledge that you use links on the Website at your own risk.

## **License**

You acknowledge and agree that the Website and any necessary software used in connection with the Website ("Software"), as well as all course materials and content provided by TrainingAid, TrainingAid instructors, and/or third parties for Courses (the "Course Content") contain proprietary and confidential information that is protected by applicable laws. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Website, the Course Content, or the Software, in whole or in part.

TrainingAid grants you a personal, non-transferable and non-exclusive right and license to use the object code version of the Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to any portion of the Website. You agree not to access the Website by any means other than through the interface that is provided by TrainingAid for use in accessing the Website.

## **Disclaimer of Warranties**

You expressly understand and agree that:

1. Your use of the online services is at your sole risk. TrainingAid expressly disclaims all warranties of any kind, whether express or implied.
2. TrainingAid makes no warranty that your use of the Website will (i) meet your requirements (ii) lead to employment (iii) be uninterrupted, timely, or error-free. Further, TrainingAid does not guarantee the results that may be obtained from the use of the Website in any way.
3. Any material downloaded or otherwise obtained through the use of the Website is done at your direction and risk and that you will be solely responsible for any damage to your computers systems or loss of data that results from the download any such material.
4. No advice or information, whether oral or written, obtained by you from TrainingAid or through or from the Website shall create any warranty not expressly stated in the Terms.

## **Indemnity**

You agree to hold TrainingAid and its employees and affiliates, as well as other Website users, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to any content that you make available through the Website, your use of

the Website, your violation of the Terms, or your violation of any rights of any third party.

You indemnify TrainingAid and its employees and affiliates from all damages, losses, and expenses of any kind (including legal costs) incurred by us in connection with any claim made against us by a person in connection with your actions in accessing or using the Website, Services, or User Content.

## **Limitation of Liability**

You agree that any access to or use of the Website is at your own risk. We do not make any representations or warranties about the availability, functionality, or performance of the Website or Services, or about the accuracy, completeness or currency of any of the content or data accessible through the Website. In no circumstances will TrainingAid be liable to you for any damages, including loss of revenue or anticipated profits, loss of goodwill, loss of business, or loss of data.

TrainingAid is not responsible for the conduct, actions or information of any user of the Website or any other third party, and you release us from any liability or claim you may have against such persons.

Except as stated in these Terms and to the maximum extent permitted by law, we exclude all liability, whether in contract, tort (including negligence) or under statute, arising from or connected with these Terms. Our maximum aggregate liability to you that is not already limited under this section will not exceed EUR100 in the aggregate.

## **Trademark Information**

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permitted by these Terms.

You must not modify, copy, reproduce, republish, or display any content from the Website and represent it as your own (including by framing pages from the Website), upload to a third party, post, transmit or distribute this content in any way except as permitted by law or expressly provided for on the Website or expressly authorised in writing by us and, where relevant, any third party owner or rights holder.

TrainingAid respects the intellectual property of others, and we ask our users to do the same. Please notify TrainingAid at contact [at] trainingaid.org if you believe you have a copyright infringement claim resulting from material posted on the Website.

## **Complaints and Violations**

If you have any questions or complaints regarding the Website or the Services, or want to report any violations of these Terms, please notify TrainingAid at contact [at] trainingaid.org. The Website is managed by TrainingAid, located in Erlangen, Germany. You agree that any matter or dispute arising out of or in connection with these Terms or the Website (including any Content posted on the Website) will be governed by the laws of Bavaria, Germany. You consent to the exclusive jurisdiction and venue of the courts of Erlangen, Germany to determine any such dispute.

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**Course Link:** <https://www.trainingaid.org/terms>

**Links:**

[1] <https://www.trainingaid.org/terms>

[2] <https://www.trainingaid.org/privacy>