

# Terms and Conditions

## **§ 1 Preamble**

The edudip corporation (edudip GmbH) runs with its website 'www.sofengo.de' (platform) an internet portal for booking and organizing interactive online seminars (webinars). It provides registered users (members) on this platform the technical requirements to create and book webinar offers for communication between the members and to perform 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 members do not apply.

## **§ 3 Registration**

To use the platform, the free registration as a member is required. Only contractually capable natural persons can register as members.

For registration please use the on the platform provided registration form and fill it completely and truthfully by specifying a username and send it to edudip. The membership name may not contain contact information as email or internet addresses nor harm the rights of third persons - especially no name or trademark rights - and may not violate moral standards. edudip is authorised to require documental evidence to prove the indicated data.

By submitting the registration form, the user submits a binding offer to conclude an edudip membership contract establishing a free basic membership ("free"). The membership agreement is concluded by confirming the registration and the activation of a user account by edudip. There is no entitlement of the user on a membership agreement.

Each user may register only once.

## **§ 4 Change the membership form**

A change from the free basic membership ("free") to a fee-based

membership is possible at any time by the purchase of a "Sofengo Premium" package on the platform.

With the booking of such a package the member gives an offer to edudip to cancel the existing free membership and agrees to conclude a membership to the conditions of the respective package. With the confirmation of the booking by edudip the free membership contract is terminated and a membership for a valuable consideration is contracted. A further registration is not required. The member's account still persists. The member has no claim to conclude a membership contract.

### **§ 5 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: district court Aachen HRB 16012  
VAT ID: DE269966479

### **§ 6 Services of edudip**

edudip provides members of the platform the technical options for the communication between teachers and participants and the initiation of contracts and the organization of webinars in a virtual classroom. Each member can use the platform as a teacher and as a participant of a webinar.

Members can create member profiles, set webinar offers and applications, read the webinar offers and applications of other members, book webinars, post quotes on applications, hold presentations in the virtual classrooms and participate in webinars in the virtual classroomsr actively or passively.

edudip settles payments between participants and teachers as a clearing house (see §11). edudip does not check the creditworthiness of members.

### **§ 7 Booking of webinars**

The booking of webinars indeed takes place at the platform

'www.sofengo.de', but the contracts for a participation in a webinar (webinar contract) are not concluded with edudip, but with the respective teacher when he confirms the booking. After booking a webinar edudip transfers the contact data of the contract partner to the respective members.

edudip does not arrange contracts between the members and makes no announcements on contracts for members. In particular, messages that are sent with the system of edudip (system messages) are no statements of edudip on behalf of the members.

The fulfillment of the webinar contracts is in the responsibility of the respective teachers and participants. The teachers are solely responsible for the legality, accuracy, completeness and quality of their webinar offers and their webinars.

## **§ 8 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.sofengo.de/> 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.

## **§ 9 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 classrooms.

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 member's account may not be transferred to third parties.

Contact data of other members which have become known through the use of the platform may be used only for the (pre-) contractual 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.

The webinar contents are not examined by edudip for their accuracy or scientific recognition. Therefore, each member acts on his sole responsibility.

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 is required:

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

The members oblige to observe these minimum technical requirements, to check in time before holding or attending a webinar whether the connection to the virtual classroom is working and to fix any existing technical disturbances whose remedy lies in the members responsibility. If a technical connection cannot be established, edudip has to be informed about this in time. You can contact us via the contact data which are found in the legal notice or dial the number of our service hotline +49 241 / 400 4768-0.

## **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 teacher**

1.

Teachers are allowed to perform their webinars and other online events only if a compliance with the minimum technical requirements is guaranteed (see § 9 I Nr. 4)

You are obliged to describe the content of you webinar in your webinar offers and to inform about the beginning of the webinars, the minimum number of participants and the registration 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.

The members guarantee that they are owners of all rights of uploaded files and published texts and indemnify edudip of all claims in the event that third parties assert claims for the use of such material and content, irrespective of the legal basis. Members shall ensure that any rights under §§ 12, 13 sets of 2 and 25 of the Copyright Act (UrhG) will not be exercised.

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 INo. 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. A claim for the publication in the marketplace does not exist. Other criteria for the publication on the marketplace can be found in the Marketplace criteria.

5.

If a teacher cancels a webinar, which was already booked by the minimum number of participants, the teacher has to notify edudip and the participants about this. Upon notification of cancellation the webinar will be excluded from any marketing actions.

6.

To ensure a trouble-free flow of payments (see § 11), the trainers obligate 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.

In the context of a membership members will take part in marketing programs of edudip by default and give edudip permission to promote their webinars and trainer academy, without receiving any compensation. edudip reserves the right to decide on the financial extent and which webinars and members are advertised. edudip does not guarantee a minimal success in connection with all marketing programs. If members do not wish to participate in marketing programs, the participation can be disabled.

## **IV. Use of the platform as a partner**

You automatically take part in the edudip partner program, as soon as you publish your partner link. In this case you agree that you also take part in the partner contest for marketing purposes and that your first name, last name and your profile image may be published, if you are one of the winners. The conditions for the affiliate program can be found at <http://www.edudip.com/partnerprogramm#edudip>.

### **§ 10 Member profile and evaluation of the teachers**

#### **I. Member profile**

The members are committed not to make any incorrect information in their member profile.

## **II. Evaluation of teachers**

After conducting a webinar, participants can evaluate the coach. The overall result of a trainer is calculated from the individual assessments.

The evaluations may only contain accurate information and may only relate to the implementation of the contract, and in particular to the implementation of the webinar. Aspects that are not associated with the webinar contract may not be included in the assessment. A self-assessment or inducing third parties to give an evaluation who do not underly a webinar contract, is not allowed.

The assessments are not reviewed by edudip. edudip is entitled to delete evaluations which violate the above provisions.

### **§ 11 Payments**

edudip handles the payment transaction for the payment of participation fees between participants and trainers according to the following regulations.

The participation fees are to be paid by the participants to edudip before the webinar starts. Once the payment is received by the edudip GmbH, it provides the participant with a link with which it is possible to participate in the booked webinar. Furthermore, the webinar room can be entered from this moment on at any time through the member's profile.

Via the system of the platform, bills of the bookings are sent automatically via email on behalf of the presenter to the participants. The teachers 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.



## **§ 12 Fees**

### **I. Membership fees**

The use of the platform as part of the basic membership ("free") is free of charge. Membership fees are only charged when a membership contract in return for payment was concluded. The amounts of fees can be found on „<https://www.sofengo.de/preise>“ where they can be downloaded and printed additionally.

All membership fees specified by edudip are final prices containing the value added tax. Delivery or forwarding expenses do not occur. The fees are due at the conclusion of the contract. Members can download their invoices on Sofengo in the internal area and will be informed about their invoices via email.

If the trainer 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 bears the costs 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 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.

## **§ 13 Exclusion of evading action**

The conditions about fees ( § 11) and payment ( § 12) must not be evaded.

## **§ 14 Duration and termination of a contract**

1.

The runtime of the contract results from the valid price & service description at the time of the conclusion of the contract.

2.

The contract will renew automatically for the primary duration of the contract if it isn't quit within the period of time specified in the specification of the price and services.

## **§ 15 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 respond. 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. Furthermore, edudip is entitled to disable particular payment options for members.

## **§ 16 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.

## **§ 17 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.

### **§ 18 Set-off**

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

edudip is entitled to settle or set off claims of an online trainer against edudip with its own claims against the online trainer or exercise a right of retention.

### **§ 19 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.

### **§ 20 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.

As of 28th Aug 2014