

General Terms and Conditions

SD WORX ACADEMY TERMS AND CONDITIONS

Article 1 OBJECT

SD Worx GmbH, with registered office at 63303 Dreieich, Im Gefierth 13 c, Germany with company number HRB 34461 at the Registration Court of the District Court of Offenbach am Main ("SD Worx") offers various services/products ("SD Worx Academy Offer") to the customer ("User") on the Academy website www.sdworx.de/de-de/seminare ("SD Worx Academy Learning Platform"). SD Worx and the User are jointly referred to as the "Parties" and individually as the "Party". The offer of the SD Worx Department Academy ("SD Worx Academy") includes, among other things: the organisation of classroom training courses, training programmes, coaching sessions (both online and face-to-face), the provision of live webinars, on-demand webinars, e-learning sessions, blended programmes and course material and this both externally and in-house.

Article 2 SCOPE OF APPLICATION

2.1 These Terms and Conditions ("T&Cs") apply to (i) any access to or use of the SD Worx Academy Offer, whether or not via the SD Worx Academy Learning Platform, and (ii) the purchase, acquisition, receipt of or use of SD Worx Academy Offer, whether or not via the SD Worx Academy Learning Platform.

2.2 By registering for an SD Worx Academy Offer, the User accepts that these Terms and Conditions apply. Any user that does not accept being bound by these Terms and Conditions may not use, receive or purchase the SD Worx Academy Offer, unless expressly agreed otherwise in writing between the parties.

2.3 SD Worx is entitled at any time to unilaterally change these T&Cs as the basis for its provision of services, if and to the extent that this change is at best insignificantly disadvantageous in its legal effect for a normal user. These T&Cs shall apply from 8 January 2024 and shall remain in full force unless an updated version has been sent to the User, at least in text form.

Article 3 ORDER AND USE

3.1 The User accepts that the SD Worx Academy Offer contains standard products and services that have not been created specifically for the User's needs, unless expressly agreed otherwise in writing between the Parties. The User accepts that SD Worx does not provide any guarantee or warranty and assumes no responsibility in terms of the SD Worx Academy Offer's ability to meet the User's specific needs. SD Worx Academy shall take all reasonable measures to ensure that the information it provides to the User is as accurate and complete as possible, but does not provide any guarantees in that regard.

3.2 The User must register and create an account on the SD Worx Academy Learning Platform. The User may choose a training course from the SD Worx Academy Offer and confirm the conclusion of

the contract and thus the purchase for a fee by clicking on the "Confirming Purchase" button. If the User registers for a synchronous type of training course, the User shall gain access to the platform with the appropriate login and password and the course materials shall be made available before the start of the session(s). If the User registers for an asynchronous type of training course, the User shall also gain immediate access to the platform and the purchased training course with the appropriate login and password. Depending on the type of training course, this material will be made available for a period of 6 (six) or 12 (twelve) months after the purchase for a fee. Depending on the type of training course, this material shall be available for a term of 6 (six) or 12 (twelve) months after purchase. The User shall receive e-mail confirmation of its purchase within 24 hours of registering the purchase. After the purchase, the User shall receive an electronic invoice from SD Worx Academy at the e-mail address it provided. This invoice is payable within 30 days of the invoice date.

3.3 For in-house training courses, training courses of any type and consulting, a proposal is made to the User based on the information available to SD Worx Academy so far. The User confirms that this information is complete and correct. The Parties mutually agree on the programme.

3.4 All prices are in Euro and exclusive of VAT. All invoice amounts not paid by due and not disputed in good faith will accrue default interest at the statutory default interest rate. The User shall reimburse SD Worx for all reasonable administrative costs as well as the costs incurred by SD Worx for the recovery of all outstanding fees and any other damages suffered by SD Worx as a result of this default with a minimum of 40 Euro. SD Worx Academy reserves the right to block access to the SD Worx Academy Offer, if and as long as the User is in default with the payment of related fees due after corresponding invoicing. Reactivation after blocking will only be carried out when all amounts due by the User have been paid and correctly received by SD Worx

Article 4 CANCELLATION/SUBSTITUTION/TERMINATION

4.1 Training courses/events (open offer):

4.1.1 The cancellation of the planned training/event by the user can only be made in writing (by e-mail or letter) to training_de@sdworx.com or to SD Worx GmbH, 63303 Dreieich, Im Gefierth 13 c, Germany. The date of receipt by SD Worx Academy is considered the date of application of the cancellation policy.

4.1.2 Cancellation policy

a) ° ° ° Cancellation is free of charge up to 2 months before the start date.

b) ° ° ° If the User cancels a training course two months to 14 calendar days before it starts, a fixed administration fee of 62 Euro applies for each training course cancelled.

c) ° ° ° If the User cancels 14 to eight calendar days before the training course is due to start, a cancellation fee of 50% of the registration fee due applies.

d) ° ° ° If the User cancels seven days or less before the training course is due to start, a cancellation fee of 100% of the registration fee due applies, regardless of the reason for cancellation.

4.1.3 The User may move the training course free of charge to another scheduled session (date or location) in the available open SD Worx Academy Offer up to 14 calendar days before the actual training course starting date. After that, 62 euros in administration costs shall be charged.

4.1.4 A colleague of the User may always take the original participant's place free of charge after prior notification of the change of participant to SD Worx Academy.

4.2 Subscriptions

4.2.1 Registration for Subscription Services generally concerns a subscription for recurring services for a term of one year and is automatically renewed every year. In deviation from this, any other

regulations shall apply at the time of the term, provided that they have been agreed in the respective service description.

4.2.2 Cancellation of a subscription is possible with effect from the end of the respective term of the subscription with a notice period of two months. Cancellation is then still possible until the start of the extended term, but an administration fee of 62 euros will then be due.

4.2.3 The cancellation of a subscription by the User can only be made in writing (by e-mail or letter) to training_de@sdworx.com or to SD Worx GmbH, 63303 Dreieich, Im Gefierth 13 c, Germany. The date of receipt by SD Worx is considered the date of application of the cancellation policy.

4.2.4 Once started, a subscription can no longer be cancelled with effect for the current term, but only according to 4.2.2 and 4.2.3 at the end of the term.

4.3 In Company (closed training/event for a single customer):

4.3.1 Conditions for cancellations and postponements within six months of the date on which the training course was scheduled:

a) ° ° ° Up to 30 calendar days before the training course date: cancellation is free of charge.

b) ° ° ° From 30 to 14 calendar days before the training course date: a cancellation fee of 30% of the total registration fee applies. °

c) ° ° ° From 14 to eight calendar days before the training course date: a cancellation fee of 50% of the total registration fee applies.

d) ° ° ° From seven calendar days before the training course date: a cancellation fee of 100% of the total registration fee applies.

4.3.2 The cancellation of the planned training/event by the user can only be made in writing (by e-mail or letter) to training_de@sdworx.com or to SD Worx GmbH, 63303 Dreieich, Im Gefierth 13 c, Germany. SD Worx Academy shall apply the cancellation terms and conditions on the date on which it receives the e-mail or letter.

4.4 The above cancellation policy does not apply to SD Worx Academy events, such as the Dag van de Payroll Professional

4.5. The SD Worx Academy Learning Platform service may be discontinued for good cause, e.g. for technical reasons or force majeure. If the service based on this has not yet been completed, we will refund the pro-rata participation fee already paid for the service period/content that is no longer available. Further claims are excluded, except in cases of intentional or grossly negligent conduct of the legal representatives, employees or other vicarious agents of SD Worx.

Article 5 LIABILITY

5.1 SD Worx cannot guarantee that the SD Worx Academy Offer is accessible at all times. SD Worx Academy shall make a reasonable effort and take reasonable precautions to prevent any malware or computer software code, routines or devices affecting its software or other services in a way that renders the software, other services, systems or data unusable and/or damages, deletes, disables or electronically steals the software, other services, systems or data. SD Worx Academy does not guarantee that the SD Worx Academy Software or the services provided using computer software are entirely error-free and shall operate without any interruption.

5.2. SD Worx shall only be liable for damages or reimbursement of expenses as follows:

a) for damage caused intentionally or by gross negligence as well as in the event of culpable injury to life, limb or health within the framework of the statutory provisions,

- b) for damages resulting from non-compliance with written guarantees in the amount of the User's financial interest covered by the purpose of the warranty and recognizable to SD Worx at the time of assuming the warranty,
- c) in cases of product liability in accordance with the mandatory provisions of the Product Liability Act (Produkthaftungsgesetz),
- d) for foreseeable and contract-typical damages caused by the slightly negligent breach of so-called cardinal obligations. Cardinal obligations are those essential contractual obligations that were decisive for the conclusion of the contract by the user and on the compliance of which the user was entitled to rely.
- e) If SD Worx has breached any cardinal obligations through slight negligence, the resulting liability for all aggregated damages arising from the respective Agreement shall be limited to an amount equal to one hundred percent (100%) of the remuneration for the services under this Agreement paid and/or payable by the User to SD Worx in connection with the Agreement in the period of twelve (12) months prior to the first event giving rise to liability. If the event giving rise to liability occurs within the first twelve (12) months after the effective date of the Agreement and the Agreement is concluded for a term greater than or equal to 12 months, the liability shall be limited to an amount equal to twelve (12) times the average monthly remuneration paid or payable under the Agreement from the date of the Effective Date of the Agreement until the date of the occurrence of the Event. The parties may agree on other amounts in writing. If a contract is concluded for a performance period of less than 12 months, liability is limited to the contract value.
- f) If the maximum liability limit of SD Worx specified in Clause 5.2. e) is reached, both parties are entitled to terminate the affected contract without payment of termination compensation with a notice period of at least six months.

5.3. In all other respects, any liability of SD Worx for damages or expenses, regardless of the legal grounds, is excluded.

5.4. The limitation period for claims for defects based on voluntary or statutory warranty is one year from the start of the limitation period provided for by law for these claims. The limitation period for other claims for damages and reimbursement of expenses is one year. The beginning of the limitation period is based on § 199 of the German Civil Code (BGB). Furthermore, a maximum limitation period is agreed at the end of the third year after the occurrence of the damage, regardless of any knowledge of the user about the circumstances giving rise to the claim. In the case of claims based on an intentional or grossly negligent breach of duty or injury to life, limb or health, the statutory statute of limitations applies

5.5. In the event of data loss, SD Worx shall only be liable for the restoration effort in the event of proper data backup in accordance with the current state of the art by the customer, unless SD Worx is obliged to back up the data on the basis of the agreed services (e.g. cloud software, explicit acceptance of services).

5.6. To the extent that SD Worx's liability is excluded under these provisions, this shall also apply to the liability of its organs and vicarious agents, in particular its employees.

5.7. The User accepts that the information stated in the SD Worx Academy Offer is not legal advice and is for information purposes only. Given the rapid evolution, complexity and possible interpretation of the subject matter covered, SD Worx Academy does not guarantee the accuracy and completeness of the information provided in these course materials. As some documents can be consulted for a long time, certain information may be outdated by subsequent legislation, recent jurisprudence or amended administrative instructions. SD Worx Academy shall, therefore, not be held liable for any direct or indirect damage as a result of consulting or using this information.

Article 6 RIGHT OF WITHDRAWAL AND WARRANTY

6.1 This Article 6 applies only to consumers within the meaning of § 13 of the German Civil Code.

6.2 According to this, the consumer has a right of revocation free of charge in connection with the return without giving reasons. This must be done within 14 calendar days, calculated from the day on which the consumer receives the registration confirmation or the confirmation as part of an "In Company" process by e-mail. 6.3 You can exercise your right of withdrawal by informing SD Worx in writing of the following information: training_de@sdworx.com or to SD Worx GmbH, 63303 Dreieich, Im Gefierth 13 c, Germany

6.4 In the case of distance contracts, the consumer has no right of withdrawal after the service has been fully performed, if the execution has begun with the express prior consent of the consumer and provided that the consumer has acknowledged that he will lose his right of withdrawal as soon as the company has fully fulfilled the contract.

6.5 Any complaints must be reported to SD Worx Academy Customer Service at the following address: training_de@sdworx.com.

6.6 The Consumer is informed that he/she may also submit a complaint to the European Platform for Online Dispute Resolution,
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&>.

6.7 If an amicable solution cannot be reached after an attempt to reach an amicable settlement of the dispute, the Consumer may contact the Consumer Arbitration Board free of charge at the following URL: <https://www.verbraucher-schlichter.de>

Article 7 INTELLECTUAL PROPERTY RIGHTS

Any information, techniques, methods, pictures, texts, scripts, course materials and models used by SD Worx shall always remain the property of SD Worx for the provision of the services. SD Worx reserves the right to use the knowledge, experience and expertise acquired during the provision of the services for its own benefit and/or the benefit of third parties. The SD Worx Academy Offer is for personal use only and may not be distributed, reproduced, duplicated or otherwise shared or copied by the User.

Article 8 FORCE MAJEURE

8.1 SD Worx shall make whatever reasonable effort it can to ensure that the selected training courses go ahead. However, a training course may be cancelled or its content, date, location or execution may be changed due to unforeseen, unavoidable or extraordinary circumstances.

8.2 SD Worx may, therefore, not be held liable for any delay, poor performance or non-performance of its obligations under these Terms and Conditions if this is due to force majeure. Examples of force majeure events are war, terrorism, rebellion, riots, explosions, strikes or social conflicts, malfunction of the other Party's equipment, malfunctioning third-party telecommunication and IT equipment, and a supplier terminating its agreement with SD Worx with immediate effect without any material breach by SD Worx.

8.3 If force majeure prevents a Party from fulfilling its obligations under the agreement for an uninterrupted period of more than three (3) months, the other Party may terminate the relevant part of the agreement by giving written notice to the other Party. In that case, the Parties shall not owe each

other any compensation for this (except for the reimbursement of the fee paid by the User for the SD Worx Academy Offer that was not delivered).

Article 9 DATA PROCESSING AND USER OF RECORDED WEBINARS

The personal data communicated by the User are intended for SD Worx Academy to deliver training to Users. SD Worx Academy undertakes to respect the confidentiality of personal data and to process them in compliance with applicable privacy legislation including the General Data Protection Regulation.

In accordance with the e-Privacy Directive, SD Worx Academy will be allowed to approach Users who purchased training to offer similar services. Users may oppose this at any time by unsubscribing via the link at the bottom of the communication.

The User has the right to access, modify, rectify and delete the personal data concerning him/her that is stored by SD Worx Academy. The User may exercise this right by sending a simple written request to SD Worx Academy at the address of its registered office or by sending an e-mail to training_de@sdworx.com.

SD Worx is entitled to record live webinars and to publish and further exploit them later, the users consent to this use with regard to their rights to their own image and spoken word. It is up to the users (participants) whether they share their (team) video image with the other participants, lecturers and organizers during the live webinars and whether they make speeches, e.g. when addressing further questions.

The participants grant SD Worx an irrevocable, permanent, spatially and content-unrestricted and exclusive right of use to the resulting image recordings as well as speeches and chat contributions. You also consent under data protection law to the use of any personal data contained in a recording (image or speech/chat post) for these purposes.

Article 10 FREE OFFER FREEMIUM

The information provided by SD Worx free of charge, including webinars, memos, presentations, and the like, is provided "as is" based on the legislation in force at that time. The content of this information has been compiled with the greatest possible care. We cannot guarantee the accuracy and completeness of this information.

This information is intended solely for informational purposes and not as legal or professional advice.

You are advised to consult qualified advisors before taking any action based on this information.

SD Worx, its affiliated companies, partners, agents or employees cannot be held liable for any damage or loss resulting from the use of the shared information.

The presence of this shared information creates no relationship between SD Worx and the user.

The shared information is exclusively intended for personal use; any other use is expressly prohibited.

Article 11 SETTLEMENT OF DISPUTES AND APPLICABLE LAW

The Parties shall settle any disputes in connection with the performance of these Terms and Conditions amicably. If they are unable to reach an agreement, the court of Frankfurt am Mainz shall have sole jurisdiction. All rights, obligations and services to which these General Terms and

Conditions are applicable, as well as the General Terms and Conditions, shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

All rights, obligations and offers subject to these Terms and Conditions and the Terms and Conditions themselves are governed exclusively by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods..

Article 12 MISCELLANEOUS

If individual provisions of these Terms and Conditions were to become invalid in whole or in part, this shall not affect the validity of the rest of the agreement.