



GENERAL TERMS AND CONDITIONS (GTC) OF THE MAGURA TECHACADEMY

1. Description of services:

1.1 MBPS provides digital learning services on various topics, primarily to its customers, i.e. their proprietors and employees (hereinafter referred to as "Participants"), via the MAGURA TechAcademy (hereinafter referred to as the "TechAcademy" at www.magura-techacademy.com). These services are intended exclusively for enterprises and their employees. The TechAcademy includes but is not limited to high-quality videos produced by experts and practitioners in their respective fields as well as application modules, such as drawings, implementation tips, instruction guides and similar, the purpose of which is to provide Participants with specific MBPS knowledge and know-how which they can use in their practical work.

2. SCOPE OF TERMS AND CONDITIONS

TechAcademy supplies and services are provided exclusively subject to these General Terms and Conditions. MBPS shall not be bound by any terms and conditions of Participants which diverge from these terms and conditions, even if MBPS has not expressly excluded Participants' terms and conditions. All agreements between the contracting parties must be made in writing to be valid. The latest valid General Terms and Conditions for Supplies and Services of MAGURA Bosch Parts & Services GmbH & Co. KG (hereinafter referred to as MBPS) also apply (available at: <https://www.magura-b2b.com/magura/de/EUR/termsAndConditions>). In the event of contradictions or ambiguities, the General Terms and Conditions of the TechAcademy shall take precedence.

3. USE OF THE DIGITAL LEARNING SERVICE

3.1 After making a successful booking via the MBPS webshop (www.magura-b2b.com) Participants are sent their personal access data by e-mail or other electronic channels. Use of the training software is restricted to registered Participants and is limited for a defined period of time. Access data may not be made available to third parties in any way; the rules referred to in item 10 below apply in this respect.

3.2 Participants undertake to keep their access data (user code and password) secret and to notify MBPS explicitly and in writing without delay of any suspicion



that access data are being used by a third party; Participants shall be liable for any damages incurred as a result of a violation of the duty to keep access data secret and MBPS explicitly retains the right to suspend access for a temporary period of time or permanently if Participants commit a breach of contract.

4. REGISTRATION WITH MAGURA TECHACADEMY

Digital training services can only be booked via the webshop at www.magura-b2b.com. Persons who are not customers can use the registration process available on this website. Bookings for digital training services are binding and will be made by MBPS in the order in which they are received. If, for technical or other reasons, an event is already fully booked, MBPS will immediately send a message to this effect; otherwise, MBPS will send Participants confirmation of booking via electronic channels.

5. ACCESS TO MAGURA TECHACADEMY, PERSONAL DATA

5.1 In order to use the TechAcademy, Participants must register with their personal data as part of the booking process and then create a digital account once their booking has been made. All users will be provided personal access to online courses they have booked with the TechAcademy. Access data may not be made available to third parties and the rules set down in item 3 of these General Terms and Conditions apply accordingly.

5.2 All Participants and users are entitled to delete their TechAcademy account at any time on any grounds at all by sending a text message to MBPS or an e-mail to: datenschutz@magura.de. If an account is deleted, this does not release Participants or users from the obligation to make payment for services already provided by MBPS.

5.3 Participants' and/or users' personal data is always processed in connection with the provision of digital learning content and subject to the applicable legal provisions, including but not limited to the latest version of the General Data Protection Regulation (GDPR). Additional information about data protection in connection with the services offered by the TechAcademy can be found in our data privacy policy (at: <https://www.magura-b2b.com/magura/de/EUR/privacy>).

6. PRICES AND PAYMENT

Unless otherwise stated, value-added tax is due on all stated prices. Prices stated on the TechAcademy website are not binding. Prices quoted in our confirmation of booking are authoritative.



Unless otherwise agreed, full payment shall be made in advance at no discount. Participants are only able to make use of TechAcademy services after payment has been made.

7. GUARANTEED RIGHT TO CANCEL E-LEARNING

All digital training services ordered via TechAcademy can be cancelled at no cost before Participants log in for the first time. The participation fee ceases to be refundable as soon as the booked digital training service is used (first log in).

8. COURSE CONTENT

MBPS explicitly reserves the right to alter, add to, erase or suspend or finally discontinue parts of or the entire content of specific TechAcademy courses or the TechAcademy Platform without prior notice. Participants will be informed by e-mail at least four (4) weeks in advance if a course is finally discontinued; in such cases, any amounts of money already paid by Participants shall be refunded (on a pro rata basis if parts of a course are discontinued) without delay.

9. RIGHT TO MAKE ALTERATIONS, LIABILITY

9.1 MBPS is entitled to make any necessary changes to or deviations from content or methods and to make any organizational changes (e.g. on the basis of changes in the law) either prior to or during the event provided that this does not substantially alter the benefits of the announced event for Participants; MBPS is also entitled if necessary (e.g. owing to illness, accident) to use a speaker other than the one originally announced provided that the replacement speaker is equally well qualified to present the topic of the event.

9.2 Videos and documents provided for continuing professional development purposes are produced to the best of our knowledge and belief. No liability or guarantees are accepted regarding the correctness, completeness, quality or up-to-date nature of the content

and MBPS is explicitly not liable for the opinions or evaluations expressed by speakers.

9.3 MBPS will use its best efforts to ensure that technical access to the digital learning content is available at all times (24 hours/365 days) but retains the right to impose restrictions for the purpose of maintenance work or for other technical reasons. The liability of MBPS for downtimes is limited to wilful intent or gross negligence.



9.4 The liability of MBPS for losses incurred by users in connection with the use of the services provided by the TechAcademy is generally excluded to the extent that MBPS cannot be shown to have acted with wilful intent or gross negligence.

10. PROTECTED CONTENT

10.1 All TechAcademy content and TechAcademy digital training content, including in particular videos, texts, photography and graphics are subject to copyright and/or ancillary copyright. Unless otherwise explicitly stated, copyright and/or ancillary copyright is held by MBPS. The content referred to above may only ever be duplicated or otherwise used with the prior written approval of MBPS.

Content published under the "Creative Commons" licence is identified as such. Such material may be used in accordance with the stated licence terms.

10.2 Any person who infringes copyright (e.g. copies images or texts without permission) is liable under sections 106 et seq. of the German Copyright Act (UrhG) to prosecution, will receive a warning with a charge and will be required to pay damages (section 97 UrhG). Participants also undertake not to make use of (complete or partial) images and/or recordings for their own or private purposes.

10.3 In the event of any infringement, Participants shall pay a lump-sum contractual penalty of 3,000.00 euros (in words: three thousand euros); if a dispute arises concerning the appropriateness of such a contractual penalty, a ruling shall be obtained from the court with jurisdiction. The right to assert other rights and/or further damages as well as to block access for the relevant Participants immediately in response to a corresponding infringement is explicitly retained by the TechAcademy.

11. CERTIFICATES

Participants only receive certificates if they successfully complete the multiple-choice test. This test is considered to have been passed if 80% of the questions are answered correctly. A personal MAGURA certificate will then be sent to the Participant.

12. CANCELLATION POLICY AND RIGHT TO CANCEL

12.1 All Participants who, as natural persons within the meaning of section 13 of the German Civil Code (BGB), are not a business have the right to cancel an online contract with MBPS without giving reasons within fourteen (14) days in



accordance with the following conditions. The cancellation period is fourteen (14) days from the day of registration and expires as soon as the Participant makes part or full use of the distance learning materials (beginning with the first log in).

12.2 The right to cancel can be exercised by making an unequivocal statement (e.g. by letter sent by post, fax or email) which notifies us of the decision to cancel the relevant contract. The model cancellation form, which is in the learning environment, can but must not necessarily be used for this purpose. In order to cancel within the cancellation period it is sufficient if Participants send notification that they wish to exercise their right to cancel before the period expires. Notification of cancellation must be sent to: MAGURA Bosch Parts & Services GmbH & Co. KG, Kundenservice, Eckisstraße 6, 72574 Bad Urach, Deutschland, info@magura.de.

13. PARTICIPANTS' RESPONSIBILITY FOR CREATING THE NECESSARY CONDITIONS OF USE

13.1 All Participants are responsible themselves for creating and maintaining the technical and other requirements for using TechAcademy digital training content. The applicable information concerning minimum technical requirements will be provided to Participants in good time before the booking process has been completed and must be checked by Participants.

13.2 In this respect, MBPS disclaims liability for any claims asserted by Participants based on problems relating to technical requirements for which MBPS is either not itself responsible (such as use of the latest versions of Internet browsers) or over which it has no influence (including in particular Internet connection speeds) and which partially impede participation or make participation completely impossible.

14. FINAL PROVISIONS AND LEGAL VENUE

14.1 For buyers who are domiciled outside of Germany these General Terms and Conditions and purchase contracts made in connection with these GTC are subject exclusively to the law of the Federal Republic of Germany excluding the conflict-of-law rules of private international law. The uniform UN Convention on Contracts for the International Sale of Goods is, to the extent applicable to the provision of digital learning content, excluded.

14.2 The place of performance for all supplies and the exclusive legal venue for all disputes arising from or in connection with these General Terms and Conditions and any contracts made under them that cannot be settled amicably



by the contracting parties is – to the extent that this can be agreed with legal validity with Participants – the Headquarters of MBPS in Bad Urach. However, MBPS shall also be entitled to bring a legal action before the court with jurisdiction for the place at which Participants are domiciled.

14.3 MBPS reserves the right – to the extent that this is considered necessary by MBPS – to make changes to and/or to add to these General Terms and Conditions and shall provide Participants with any such modified version in writing without delay (including by fax), whereby such modified GTC shall then replace this version of the GTC in full. This shall apply accordingly to previous versions of these General Terms and Conditions. Any TechAcademy services which have already been used by Participants at the time that modified General Terms and Conditions are sent out shall be performed under the previously valid version of the applicable GTC.

Verbal agreements between Participants and MBPS shall only be legally valid if made in writing and if confirmed by the management of MBPS.

If one or more of the provisions of these General Terms and Conditions are or become invalid, in whole or part, this shall not affect the validity of the remaining provisions. Invalid provisions shall be automatically replaced by legally valid provisions which correspond as closely as possible to the original business purpose and intent. The same shall apply in the event of a gap in the provisions of these General Terms and Conditions.

MAGURA Bosch Parts & Services GmbH & Co. KG 2021

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