

As of May 2018

## 1. Costs

The offerings on the platform [www.lerntransit.com](http://www.lerntransit.com) (Lerntransit GbR) are payment mandatory.

## 2. Rights of use

The collective information on the learning platform and within the courses containing contents such as text, images, graphics, sound, video, and animation data as well as databanks are copyright protected. Further contained are various contents such as titles, brands, and other commercial copyright protected items belonging to Lerntransit GbR and its partners.

## 3. Technical Information

Moodle (Modular Object-Oriented Dynamic Learning Environment) is an open source software to support the learning process. Its web-based access makes our learning opportunities and series of offered courses possible.

The system specifically contains a Lerntransit GbR equipped databank within which courses and user data and a specifically equipped web server upon which in addition to the programming code from Moodle our user data is stored. Access to this system is exclusively restricted to the system administrators of Lerntransit GbR. For the users of our learning platform without administration rights, only the data pertaining the functions of the web-based Moodle functions are accessible.

## 4. Access / Registration

We accept contracts of unrestricted access only with qualified professionals at least 18 years of age. With the acceptance of this user agreement, the customer confirms that they are at least 18 years of age. Should a registered person be determined not to be of legal age, Lerntransit GbR reserves the right to revoke their contract in accordance with § 109 BGB. Should a legal official be interested in the registration and use of our offers, please contact us at [info@lerntransit.de](mailto:info@lerntransit.de).

For access to the payment-necessary contents of the learning platform of Lerntransit GbR, a personal registration via email is first necessary. We will save your username, password, first and last name, and a valid email address. An email address specifically for the purpose of this registration may be supplied. The self-registration must then be confirmed on the given email address.

Via a checkbox the acceptance of our user terms and conditions as well as a confirmation of our data privacy policy will be shared. Unconfirmed accounts will be deleted following a pre-determined deadline.

Following the confirmed account it will be possible to access the learning platform of Lerntransit GbR. Any courses subscribing to differentiated roles or legal conceptions pertaining rights of access will be dealt with on an individual and separate basis. It is expected with the registration for a compensation-necessary course to pay the participation fee. It is currently possible to pay through the payment system “PalPal”.

## **5. Course Contents and responsibility**

The learning platform of Lerntransit GbR as well its various services, products, and information may only be used for purposes of teaching and learning without the involvement of financial, private, religious, political, or similar such extenuating interests. The use of our contents, services, information, and dates towards such ends is against the law and forbidden. This is especially the case pertaining racist, pornographic, national socialistic, hate crime, insulting, violent agendas or any such similar reasons directed towards aberrant legal and human-right infringements. The use of the platform for the furnishing or trading of copyright protected material is forbidden. The connection of or to illegal websites is furthermore forbidden. Principally the use of public copyright-protected material is allowed within the confines of licensed approval of confirmed proprietors.

Each person who submits foreign material and accordingly third-party material on the learning platform of Lerntransit GbR accepts responsibility that said material is either free from said third-party rights, or the use thereof is appropriately allowed. Personally related and personally linking information of/from the user may be shared outside of the respective courses only with expressed permission/consent.

The parties assigned roll of Trainer / Tutor within a given course are responsible for the consequential learning materials and activities supplied. Within confines of said course the tutor has the right to supervision. In order to assess their duties and responsibilities, the trusted employee of a given course has virtual domestic authority within the course. As a function of their domestic authority they have the right within the confines of a course to supply additional notices and user rules, which might regulate the maxims of behavior within the course, which the dispute or contest of said alterations may be responded to with sanctions and administrative measures as necessary. In reporting instances of human-rights offending / damaging information, your course’s trusted official should be the first person to contact.

## **6. Liability of Lerntransit GbR**

As a service provider, Lerntransit GbR is according to §§ 7, Abs.1 und 2 TMG responsible for its own information, which it offers for use. In accordance with §§ 8 TMG Lerntransit GbR is not responsible for the participants who utilize its offered learning opportunities on the learning platform of Lerntransit GbR, nor the information proposed by said participants, nor the contents of any hyperlinks possibly provided.

## **7. Deletion periods**

Forum submissions/comments may be changed by the author for a system-defined time period following submission. Within this time period it is also possible for the author to delete said submissions / comments. After this time period ends the comment/submission may only be deleted / changed by a respective forum moderator / administrator, and then only in important instances - the general rule thereof as a response to a breach of the user agreement and consequent rules thereof.

The access to booked and paid for courses is, as a rule, possible for the duration of 180 days following the booking/initial payment. This is equally so for courses in which no specific course-duration is supplied. Personal accounts are deleted following the expiration of this time period. Exceptions to this rule are possible if discussed/a verbal agreement is found in advance with the course participants.

Personal accounts are regularly deleted from the user index of the learning platform of Lerntransit GbR when they are more than 180 days without activity. Should a personal account be prematurely deleted, an email to [info@lerntransit.de](mailto:info@lerntransit.de) will suffice.

The participation on a course which is booked via self-registration may be independently ended at any time by simply leaving the course. In leaving a course, the participant name will immediately be deleted from the participant list. Possible contents produced in the course, e.g. forum submissions or supplied solutions to problems may remain despite leaving a course.

Accounts which are not confirmed within 7 days via the supplied link sent to the submitted email address will be deleted. For further use, a renewed self-registration is then necessary.

## **8. Termination**

A premature contractual notice of dismissal of the course before the termination of the respective period of use is sadly not possible.

## **9. Exercisable rights and jurisdiction**

It is deemed German Law under excision of the UN- Convention on Contracts for the International Sale of Goods. Place of execution and exclusive jurisdiction is Donaueschingen.

## 10. Right of withdrawal

Following is our cancellation policy:

You have the rights, **within 14 days** without the submission of reasons to refund / cancel this contract.

The refund deadline is set fourteen days following the completion / submission of this contract.

In order to utilize your right to refund, you must provide us with clear explanation (e. g. via snail mail, telefax or email) of your decision to cancel this contract.

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Fax: +49 (0) 771 / 1587709

Email: [info@lerntransit.de](mailto:info@lerntransit.de)

You may also use the stock cancellation form, which we can provide you with. The use of this form is consequently not required.

For the consideration of your right to refund it is necessary to submit your plans before the close of your refund deadline.

### Consequences of the cancellation

Should you opt to properly cancel this contract, we are obligated to return any payments you've provided us with within fourteen days at the latest from the date that your notification of cancellation/refund is submitted. For the return payment we utilize the same payment method which you used by the original transaction, unless the desire for another arrangement is personally expressed and agreed upon by both parties. In no instance will an interest fee or additional charge be considered/docked from our repayment.

Entrance to the learning platform will consequentially no longer be possible. For renewed access to the learning platform and the cost-mandatory contents, a new registration and appropriate payment for the course-fees is necessary.

### Termination of the right to refund

Your right to a cancellation / refund terminates prematurely when the terms of contract are fully satisfied from both sides upon your personally expressed wish and before the right to refund has been exercised.

End of the cancellation policy