Terms and Conditions for Vector Informatik GmbH Training Courses (“Vector”) (“Terms and Conditions”)

1. Subject Matter

1.1 Vector offers training courses (see section 1.2) in a variety of learning formats (see section 1.3) for customers.

1.2 Training courses

1.2.1 Standard training courses are training courses that Vector has scheduled in advance. Individual seats can be booked by different customers, who then participate in the training course together. These courses are held at Vector’s premises.

1.2.2 Customer-specific courses are courses that are planned and carried out individually at the customer’s request. These courses can be held at Vector’s premises or at the customer’s premises.

1.3 Learning formats

1.3.1 Vector offers the following kinds of learning formats: accompanied formats, self-study formats and blended learning formats.

1.3.2 Accompanied formats are learning formats where a trainer is present during the training. These are on the one hand traditional classroom training in the classroom and on the other hand remote training, where participants and trainers at different locations attend the training session at the same time.

1.3.3 Self-learning formats are learning formats in which learning content is made available digitally for a certain period of time. During this period, the participants work through the content on their own responsibility. Since communication with the trainer takes place asynchronously, for example, via e-mail or in a forum, it involves a certain degree of delay.

1.3.4 Blended learning formats are learning formats that are a mixture of accompanied formats and self-learning formats. These include, for example, the webcasts offered by Vector.

2. Registration

2.1 Participants can register for training courses online at https://vector-academy.com. They must state their first name and last name, their address/ invoice address and their e-mail address.

2.2 Vector will confirm the enrollment.

3. Prices / Remuneration / Set-Offs

3.1 The prices for standard training courses are quoted per participant plus VAT.

3.2 The prices for customer-specific training courses are per course as stated in the offer.

3.3 Unless agreed otherwise, the training fees will become due for payment upon Vector’s confirmation of enrollment and must be paid in full by the training date. However, if the training date occurs earlier than the confirmation, payment must be made in full within 30 days from the invoice date.

3.4 The customer may only exercise a right of set-off in those cases in which its counterclaims are non-appealable or undisputed or where Vector has recognized them. Any counterclaims by the customer arising from the same contractual relationship are also excluded from the prohibition on offsetting.
4. User Login Data

In the case of blended learning formats and self-learning formats, the customer needs user login data to access digital learning content on the Vector e-learning platform. The customer/participant will usually receive the access data one week before the course starts. The customer must treat the user login data confidentially and store them such that they cannot be accessed by any unauthorized third party. This is to ensure that no third party can misuse the access data. The customer must, without delay, notify Vector if it sees any indications that a third party has unlawfully obtained the user login data or could misuse them.

5. Cancellation

5.1 The customer may cancel its registration free of charge, at the latest, 14 calendar days before the training course begins. If cancellation occurs at a later date, Vector may charge 50% of the attendance fee plus VAT. Vector may charge the full fee if a participant fails to attend or if the customer cancels its registration for a standard training course one working day (Mon. to Fri. excluding public holidays in Baden-Württemberg) before a standard training course begins. The date that Vector receives notice of cancellation is the relevant date for determining whether timely notice of cancellation was given. This does not apply if the participant provides a substitute participant.

5.2 In the case of customer-specific training courses, the customer may cancel the course at the latest two months before the start of training. If the customer cancels at a later date, Vector may charge 50% of the agreed fee plus VAT unless the date of the training is postponed by mutual consent. If the customer cancels its registration seven working days before training begins, Vector may charge the full fee unless the date of the training course is postponed by mutual consent.

5.3 Vector reserves the right to cancel a training course at any time if the minimum number of participants for a course is not reached or it is necessary to do so for organizational or technical reasons, especially if the instructor is ill. Course fees that have already been paid will be refunded.

5.4 Vector may replace instructors. This will not entitle the customer to rescind the contract or to reduce the training fees.

6. Rights to Documents

6.1 Vector reserves all rights to the documents that it hands out during its courses.

6.2 Course materials can be downloaded or accessed online for a period of six (6) months from the beginning of a course. The customer will receive a non-exclusive, non-transferable right to use the course materials.

6.3 The customer may not duplicate or modify the documents, in particular it may not change or supplement them or grant third parties the right to use them.

7. Confidentiality

7.1 Vector will use any knowledge of business secrets and information designated as confidential in writing exclusively for the purposes of carrying out this contract and will treat such knowledge and information confidentially in perpetuity.

7.2 The obligation of confidentiality does not apply (i) to ideas, concepts, know-how and techniques related to the carrying out of training courses; (ii) to data that are already known to Vector or were known or become known to it outside of this contract; or (iii) where the recipient can demonstrate that same were lawfully obtained by it from a third party without any restrictions on confidentiality or exploitation; or (iv) where same were obtained or developed independently by the recipient without using information of the discloser; or (v) which are required to be disclosed by law, governmental order or court decision provided that the recipient immediately notifies the discloser and assists it in mounting a defense against such orders or decisions; or (vi) to the extent that the recipient is
permitted to use or disclose the information by mandatory law or by virtue of a legal act or the terms of this contract; or (vii) where the recipient is acting as project manager or coordinator for the discloser and in this context information is to be provided to the discloser’s contractors for the performance of the contract.

7.3 Vector will impose an obligation of confidentiality on its employees.

7.4 Vector may include the name of the customer and a brief description of the services rendered in a reference list. All other references to the customer in advertising will be discussed with the customer in advance.

8. Image, Video, Sound or Other Recordings

The customer and the participants are prohibited from making image, video, sound or other recordings of training courses.

9. Vector’s liability

9.1 Claims for damages – for whatever legal reason – may be brought against Vector (including its agents) only in the case of its breach of a fundamental contractual obligation whose breach would jeopardize the achievement of the purpose of the contract (Kardinalpflicht). In this case, claims for damages are limited to the contract value or € 100,000.00, whichever is higher. The Customer may demand more far-reaching liability against payment of a risk markup.

9.2 These restrictions do not apply insofar as the damage is covered by Vector’s commercial liability insurance and the insurer has made payment to Vector. Vector agrees to maintain the insurance coverage in force and effect when the contract is executed.

9.3 Any limitation of liability in respect of damages or reimbursement of expenses does not apply in the event of injury to life or limb or impairment to health due to Vector’s intentional wrongdoing or gross negligence or in the event of Vector’s breach of an express warranty as to the nature of its training courses (Beschaffenheitsgarantie).

9.4 Any exclusions or limitations of liability that apply to Vector pursuant to section 9.1 will also apply in respect of its statutory representatives, its vicarious agents and its other auxiliary persons.

10. Data Protection

10.1 In the course of performing the contract, the parties will comply with all applicable data protection provisions and, in particular, with the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG). Information about how Vector handles data processing and the rights of data subjects can be found in its Data Privacy Statement.

10.2 The parties will also impose data protection obligations on their employees and any subcontractors that they use.

11. Default / Force Majeure / Delay

11.1 Vector will be released from its obligation to perform under the contract if its failure to perform is due to the occurrence of a force majeure event after the conclusion of the contract.

11.2 Force majeure events include, but are not limited to wars, strikes, riots, expropriation, storm, flood and other natural disasters, as well as other circumstances beyond Vector’s control, such as technical problems involving the Internet over which it has no influence.

11.3 Vector will immediately notify the customer of the occurrence of an event of force majeure and will inform the customer in the same manner as soon as the event of force majeure is over.

12.1 Oral ancillary agreements, amendments or additions to these Terms and Conditions and to the contract concluded by the parties must be in writing and signed in order to be effective. The same applies in respect of this provision requiring writing. Changes that do not comply with the requirement of writing are invalid. The effectiveness of individual agreements, in whatever form, remains unaffected by this written form clause.

12.2 The courts at the place where Vector has its headquarters will have sole jurisdiction in respect of any disputes arising directly or indirectly from these Terms and Conditions.

12.3 In the event that any individual provision of these Terms and Conditions is or becomes invalid, in whole or in part, or if there is an omission in these Terms and Conditions, this will not affect the validity of the remaining provisions.