

## KnowledgeWorker Cloud - Terms of Use -

**Please read these Terms of Use carefully, before registering or using *KnowledgeWorker*. Upon registration, you confirm that the Terms of Use constitute a binding legal agreement and that you agree to comply with them.**

**KnowledgeWorker is a service provided by: chemmedia AG (www.chemmedia.de)**

1. Subject Matter of this Agreement

With this agreement and the registration for *KnowledgeWorker* you conceive the technical provision and the entitlement to use *KnowledgeWorker* as cloud solution, provided on chemmedia servers and/or servers being provided by 3<sup>rd</sup> parties authorized by chemmedia.

2. Registration

In order to become a user of *KnowledgeWorker* you need to register once at <http://cloud.knowledgeworker.com/?register=true> providing your e-mail address and a password. When setting up your user account you might be asked to enter further personal information, e.g. your name and address, in order to confirm your identity. You confirm that all information entered is accurate, current and complete. chemmedia reserves the right to deny access in case the data is untrue or inaccurate without prior notice or justification. chemmedia treats all your personal data as confidential according to the EU Data Protection Directive

3. Right of Use

- a. You have the right to use *KnowledgeWorker* and its functionalities via a browser-based internet connection during the agreement period on a non-exclusive, non-transferable and chargeable basis. Any rights beyond these, in particular rights in the software and platform will not be transferred to you.
- b. You are not authorized to use *KnowledgeWorker* beyond the conditions of this agreement or grant access to third parties.
- c. You agree not to interfere with or disrupt willfully the services *KnowledgeWorker* provides or the associated servers or networks.
- d. chemmedia is entitled to refuse the provision of services in case that third party property rights interfere with the usage of *KnowledgeWorker*. chemmedia will immediately inform you of such case and grant access to your data. In such case chemmedia exempts you from payment. Furthermore, chemmedia holds you harmless from any claims of third parties due to property rights violation. Other claims or rights of you remain unaffected.

4. Your Duties and Obligations

You agree to meet the following obligations in order to successfully accomplish this Agreement:

- a. to pay the agreed charges in time; refusals and/or returns shall be borne by you;
- b. to protect the received user-authentication data and security procedures against third party access and not to forward these to unauthorized users;
- c. to observe that *KnowledgeWorker* is subject to copyright. The regulations apply, albeit the necessary level of creativity according to §69a Abs. 3 UrhG is not given.
- d. to protect *KnowledgeWorker* from abusive usage, in particular not to provide

- information containing unlawful information and/or information against public policy and/or on sedition, not to encourage criminal action, not to exalt and/or define down violence, not to be sexual obnoxious or pornographic and/or not to provide information endangering children and teenagers or damaging the reputation of chemmedia;
- e. not to attempt to gain information and/or collect data without being authorized, neither directly nor via third parties or to intrude into chemmedia's or chemmedia's authorized contractor's program-services and/or network-services;
  - f. not to misuse e-mail services for unsolicited distribution of promotion e-mails to third parties (spamming)
  - g. to indemnify and hold chemmedia harmless from any third party claims, arising from or relating to the unlawful and culpable use and/or approved misuse of *KnowledgeWorker*, in particular claims due to violations of data protection and copy right regulations, and all further claims arising from the usage of the software. If you discover such (imminent) violations, you are obliged to immediately inform chemmedia.
  - h. to regularly backup (at least daily) the data transferred to chemmedia to prevent data loss and ensure the possibility to restore data and information structures;
  - i. to check data and information regarding viruses before sending and to use recent virus-protection technologies.
5. Use of *KnowledgeWorker* contrary to Terms of Use
- a. chemmedia is entitled to deny access to *KnowledgeWorker* and the according data in case of an unlawful violation of the obligations of this agreement by you, in particular if a violation of clause 4.b-f applies. The access to *KnowledgeWorker* will only be restored if the violation has been remedied and appropriate measures have been set up to avoid anew violations. In such aforementioned cases you remain obliged to pay the prices according to clause 10 of these Terms of Use.
  - b. In case of a violation of clause 4.d of these Terms of Use chemmedia is entitled to delete the related data.
  - c. In case of a culpable violation regarding clause 5.a and b of these Terms of Use by you, you are obliged to reimburse for occurred damages to chemmedia.
6. License Terms
- a. Contract Period
    - i. These Terms of Use and your license for using *KnowledgeWorker* come into effect upon the provision of the access data to you.
    - ii. During contract period both parties are entitled to terminate the agreement with one month's notice to the end of a month. If you wish to terminate the agreement, please send an e-mail to: [accounts@knowledgeworker.com](mailto:accounts@knowledgeworker.com)
    - iii. The right to terminate the contract for cause with immediate effect remains unaffected.
  - b. Entitled User
    - i. With the completion of the registration process for *KnowledgeWorker* you purchase a named-user license. A named-user license is a software license registered by name, which may only be used by the user it is registered for. It may not be transferred.
7. Features and Prerequisites for the use of *KnowledgeWorker*
- a. You are provided with access to *KnowledgeWorker* in default configuration as cloud solution. The user interface is provided in English and German. Learning Content can be entered in any language, depending on your chosen license model.
  - b. chemmedia may update the software and the operating system. This is especially necessary for security reasons and/or if issues need to be fixed.

- c. *KnowledgeWorker* can be accessed with up-to-date standard-conform web browsers. We recommend the following:
  - i. Microsoft Internet Explorer 8 and above
  - ii. Mozilla Firefox 10 and above, or
  - iii. Google Chrome 16 and above
- d. Further Prerequisites:
  - i. Adobe Flash 10 and above
- e. A broadband internet connection with at least 1 MBit Download and 256 KBit Upload is recommended to minimize loading time of the Software. The necessary band width depends on the type of E-Learning program.
- f. The provision of the aforementioned prerequisites as well as the telecommunication services are not an obligation of chemmedia.
- g. If you use different browsers and/or browser versions and/or software than specified in clause 7.c and d limitations regarding its usage may occur. chemmedia may only provide support for the mentioned browsers.

#### 8. Availability

On average an availability of *KnowledgeWorker* of 98% in the course of the year is guaranteed.

#### 9. Support

- a. In case of malfunctioning you may contact chemmedia as follows: [support@knowledgeworker.com](mailto:support@knowledgeworker.com)
- b. chemmedia responds to inquiries within one working day. Within response time you receive a confirmation of his inquiry, the expected start time for processing the request and if applicable a request for further information or material.
- c. You agree to compensate chemmedia for all effort in case of a malfunctioning report, that proves to be no technical malfunctioning of chemmedia services after testing by chemmedia and you could have realized this yourself after reasonable (i.e. 1 hour) failure analysis.
- d. Inquiries are processed Monday to Friday from 9am to 5pm CET, except German and Saxon holidays, with a workforce of 8 hours per day.
- e. You may agree on an extended Service Level agreement with chemmedia. On request chemmedia will issue an according proposal.
- f. You may agree on an additional Support agreement with chemmedia regarding all relevant content creation, translation processes, etc. On request chemmedia will issue an according proposal.

#### 10. Payment Terms

- a. You have to pay the prices according to the terms set forth on: <http://www.knowledgeworker.com/> (Pricing).
- b. The prices are to be paid monthly in advance. chemmedia will issue an according invoice. You may also choose annual payment in advance. If you pay annually, you receive a discount of 20%. chemmedia will issue an according invoice.
- c. All payments due hereunder shall be due thirty (30) days after you received an invoice from chemmedia onto its bank-account.
- d. Cash discounts or similar allowances are not stipulated by this agreement.
- e. chemmedia is entitled to raise the prices for your *KnowledgeWorker* license to compensate rising personnel and other cost. Such changes in prices may only be carried out once a year and at the earliest 12 month after this agreement has come into effect. In this case chemmedia has to inform you six weeks in advance in writing. In case you do not accept the increase in prices, you are entitled to terminate the agreement with one month's notice to the end of the billing period, if the increase in

prices is more than 10% of the current price. In case of termination, the current, non-raised prices apply until the termination of the agreement.

#### 11. Delay

- a. chemmedia is entitled to deny access to *KnowledgeWorker* in case of a major delay in payment. An amount of greater than 2.000 Euro being due and twice reminded is considered a major delay in payment.
- b. chemmedia is entitled to terminate this agreement without adherence to a time limit, if you are in default with a not inconsiderable part of payment for more than three (3) months.
- c. The right for chemmedia to raise further claims remains.

#### 12. Liability

- a. chemmedia shall only be liable for intent and gross negligence, according to the legal provisions.
- b. In case of slight negligence chemmedia shall only be liable for injury of life, body or health and if an essential duty (cardinal obligation) of the contract is breached. In case of slight negligence the liability shall be limited to predictable and typical damages.

#### 13. Force Majeure

- a. Any delay in the performance of any duties or obligations of either party (except the payment of charges owed) will not be considered a breach of this agreement if such delay is caused by force majeure.
- b. Cases of force majeure may be war, strikes, agitation, expropriation, cardinal changes of law, storm, floods, and other natural catastrophes as well as further circumstances beyond the control of each party, as water ingress, blackout, and destruction of data-keeping systems.

#### 14. Google Analytics

- a. KnowledgeWorker uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"), to record user behavior. Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. In case of activation of the IP anonymization, Google will truncate/anonymize the last octet of the IP address for Member States of the European Union as well as for other parties to the Agreement on the European Economic Area. Only in exceptional cases, the full IP address is sent to and shortened by Google servers in the USA. On behalf of the website provider Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage to the website provider. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser. However, please note that if you do this, you may not be able to use the full functionality of this website.
- b. Further information concerning the terms and conditions of use and data privacy can be found at <http://www.google.com/analytics/terms/gb.html> or at [http://www.google.com/intl/en\\_uk/analytics/privacyoverview.html](http://www.google.com/intl/en_uk/analytics/privacyoverview.html). Please note that on this website, Google Analytics code is supplemented by "gat\_anonymizeIp();" to ensure an anonymized collection of IP addresses (so called IP-masking).

15. Final Provisions

- a. For the contractual relationship German law applies, excluding the references to international law of contract. Court of jurisdiction is Chemnitz, Germany.
- b. The inoperativeness of one or several provisions of the agreed conditions does not affect the validity of the remaining provisions. In such case a provision is applicable which meets best the legal and economic aim of the inoperative provision, as long as it does not lead to a considerable change of the agreement. The same applies for gaps in the agreement.
- c. These Terms of Use are subject to change at our sole discretion. Any change to the Terms of Use become effective as soon as they have been published by us.