

PARTICIPATION CONDITIONS

Your E-Learning application can only be processed, if you accept the General Terms and Conditions.

General Terms and Conditions of JARO Institute for Sustainability and Digitalization e.V.

(last amended: 8 January 2021)

§ 1 Subject matter

- (1) The organiser JARO Institut für Nachhaltigkeit und Digitalisierung e.V. (Köpenicker Str. 325, Building 11, 12555 Berlin) shall provide the customer with learning material in form of distance education under the Distance Learning Protection Act (FernUSG) and other formats on its learning platform JARO Academy.
- (2) These contractual terms and conditions shall apply for all contracts concluded with the JARO Institut für Nachhaltigkeit und Digitalisierung e.V. (hereinafter "organiser") that relate to the rendering of a service offered by the organiser, especially E-Learning.
- (3) The contract language is German, but this notwithstanding contract texts and further information shall also be provided in English.

§ 2 Contractual parties

- (1) The distance learning contract shall come about between the organiser and the customer.
- (2) If the customer is not at the same time the participant, then the customer must inform the participant about these GTC.

§ 3 E-Learning application

- (1) Participants shall require an account for using the JARO Academy learning material. The password should be kept in a safe place, because participants are answerable for all activities in conjunction with their account. Only enrolled, registered participants shall be entitled to use the services. Passing on access data to third parties shall constitute misuse. Where there is a suspicion that a third party is using their account, participants are requested to immediately inform the JARO Support Team at academy@jaro-institut.de. The organiser shall be entitled to immediately block access data in the case of misuse. Participants must have reached the age of majority to use the JARO Academy online services.
- (2) The organiser shall confirm the application by email without undue delay. Then the application shall be binding.

§ 4 E-Learning participation

- (1) The participant shall participate in the "Certified Sustainable Procurement Professional" E-Learning conducted by the organiser.
- (2) Accreditation of this course by the National Central Office for Distance Learning has been requested.
- (3) The E-Learning can take place individually anywhere and at any time. The training shall end:

- a. where one or more individual modules have been booked, with the full and successful completion of the module and receipt of the JARO participation certificate.
- b. where a curriculum without certificate has been booked, with the full and successful completion of the curriculum and receipt of the JARO participation certificate.
- c. where a curriculum with certificate has been booked, with a written final examination, for which the organiser awards the certificate "Certified Sustainable Procurement Professional" with 6 ECTS points in collaboration with a university of applied science if it has been passed.

§ 5 Scope of the E-Learning

- (1) The offer comprises altogether 40 individual modules which can be booked both in the form of a curriculum and also individually. The main offer entails three role-specific curricula each which encompasses 15 individual modules and the three opening keynotes. Every individual module contains two to four learning videos with a duration of altogether approximately 20-60 minutes, presentation documentation and control questions to evaluate the learning progress.
- (2) In the online phase, the fundamental skills are presented by the qualified trainers. It is supplemented by a self-study phase for independent reflection on the lesson material and practice transfer. Upon application for the JARO Academy learning platform, the participant will receive the access data and activation for the chosen contents by email.
- (3) The time requirement is envisaged as approx. 8 periods of 45 minutes per module (or 6 hours). The control questions in every module automatically check the participant's learning progress. The module or the curriculum is successfully completed, if at least 50% of the control questions are answered correctly. The participant will be sent a digital JARO Institut participation certificate on the learning progress. A curriculum encompasses the opening keynotes and 15 individual modules and thus entails a learning time of altogether approx. 120 periods (90 hours).
- (4) The additional two-day attended phase in conjunction with the optional certification consolidates the material taught in the E-Learning. It takes place in collaboration with a university of applied science and encompasses 7 45-minute periods per day. The attended phase is based on the university of applied science's quality and examination concept and ends with a written case-based submitted thesis; successful completion earns

certification as "Certified Sustainable Procurement Professional" with 6 ECTS points and entails a learning requirement of altogether 190 periods (or 142.5 hours).

§ 6 E-Learning support

- (1) During the entire E-Learning, the participant will have support from competent and suitable trainers and the organiser. The support encompasses:
 - a. Answering questions for clarification of module content, which are to be emailed to the trainer,
 - b. Teaching in the online phase by means of learning videos and presentation material
- (2) The organiser shall also help the participant to resolve problems arising from the use of electronic media in conjunction with this course. Participants are requested to contact the JARO Support Team at academy@jaro-institut.de. This support is limited to the performances which the organiser can reasonably be expected to provide given its available expertise. There shall be no legal right to training in the handling of certain hardware or software or to the rectification of certain bugs.
- (3) If trainer replacement is necessary, the organiser shall provide a comparable replacement. This shall not entitle the customer to rescission or a price reduction.

§ 7 Conducting of the E-Learning

- (1) The participant shall provide an end device with Internet connection that meets the following minimum requirements: standard software (MS Office), Internet access and commonly used browser. The participant shall ensure that this minimum standard is maintained during the E-Learning and restored without undue delay in the event of any faults.
- (2) The organiser shall ensure that the skills required to achieve the learning objectives are taught in a reasonable manner. It shall ensure that the necessary technical preconditions for electronic data exchange are met on its side.
- (3) The organiser shall provide faculty and learning resources. It shall make the Jaro Academy learning platform available to the participant: www.jaro-academy.com.
- (4) Other software and study materials are to be procured by participants at their own expense. The participant shall not incur additional costs for using remote communications devices above and beyond the normal fees.
- (5) The participant undertakes to strictly abide by the pertinent valid licence terms and conditions. The participant undertakes especially to use the digital learning material only personally and not copy or pass it on.
- (6) The participant shall endeavour to acquire the skills required to achieve the learning objectives.
- (7) In the case of unavoidable hindrance to attending the optional additional attended phase, the participant shall inform the organiser without undue delay, in advance where possible. The attended phase can be carried out at the next possible date by prior arrangement with the organiser. Postponement beyond that date is not

possible. The reason for the hindrance is to be substantiated to the organiser upon request by medical certificate or other suitable manner.

§ 8 Remuneration

- (1) For participation in the E-Learning and for the other services envisaged in this contract, the participant shall pay a fee within 14 days of invoicing of:
 - EUR 150.00 plus 7% VAT = EUR 160.50 per individual module including participation certificate upon passing
 - EUR 1,990.00 plus 7% VAT = EUR 2,129.30 per booked curriculum (15 modules) including participation certificate upon passing
 - EUR 1,990.00 plus 7% VAT = EUR 2,229.30 for the optional two-day attended training with the university of applied science
 - EUR 690.00 plus 7% VAT = EUR 738.30 for the certification examination (submitted thesis) including certification certificate upon passing
- (2) Travel and accommodation costs for the optional additional attended phase are not included in the fee. The duty to pay the fee shall remain regardless of whether payments in conjunction with the program are rendered by third parties.
- (3) All learning material shall be supplied solely digitally and not on a physical data medium.

§ 9 Ending of the E-Learning

- (1) The training shall end if the participant successfully passes the learning progress controls pursuant to § 4 of this contract.
- (2) No participation certificate can be issued if the learning progress controls are not passed. The participant shall, however, have the opportunity to repeat the booked module or curriculum as often as necessary to achieve the learning objectives.
- (3) The certification and the written submission thesis shall be governed by the university of applied science examination concept.

§ 10 Payment default and termination for good cause

- (1) Termination under Section 627 Civil Code is hereby excluded.
- (2) The programme can be terminated without notice by either party for good cause. Good cause for termination without notice by the organiser shall arise especially if the participant is in default of payment of the fee despite dunning. In such cases, the organiser shall have a claim to payment of the whole participation fee.
- (3) Termination must be declared in written form. In the event of termination, the participant shall pay the fee under § 8 of this contract for the period up to the ending of the contract.

§ 11 Right of cancellation

Right of cancellation:

The termination options stated in this contract notwithstanding, the participant has the right under Section 312g Civil Code to cancel this contract. Under Section 355 (1) Civil Code, the cancellation can only be exercised within 2 weeks of the contract being concluded; timely sending of the cancellation shall suffice.

The cancellation is to be sent as a clear statement (e.g. a letter sent by post or email) about your decision to cancel this contract to:

JARO Institut für Nachhaltigkeit & Digitalisierung e.V.
Köpenicker Str. 325, Building 11

D - 12555 Berlin

academy@jaro-institut.de

In the case of cancellation in good time and due form, the participant shall not be bound to pay the fee.

Important information:

If you have expressly agreed when concluding the contract that the performance is to begin before exercising of the right of cancellation, the right of cancellation shall be null and void due to the immediate provision of the digital contents.

§ 12 Rights to teaching materials and contents

- (1) The organiser shall permit use of teaching materials and contents solely by the participant personally.
- (2) Reproduction for and use by third parties is strictly prohibited.
- (3) Teaching materials and contents shall be offered solely in English.
- (4) Upon customer request, teaching materials and contents can also be provided in German and other languages. This shall, however, require a separate contractual agreement.

§ 13 Data protection

The organiser collects, processes and uses the provided personal data pursuant to statutory regulations only in so far as this is required for the contractual purpose.

§ 14 Liability

The statutory warranty rights shall apply.

§ 15 Learning platform, IT preconditions and participant duties

- (1) The following shall apply for using the organiser's learning platform during the term of the contract:
 - Participants shall bring about the preconditions for their Internet access under their own accountability and expense.
 - They shall check their hardware as per the specified test method for the necessary technical performance.
 - Participants shall ensure state-of-the-art protection against computer viruses and similar threats.
 - Participants have a duty to keep the user name and password secret and protect the same against misuse by third parties. Participants shall be responsible for any activities carried out via their access authorisation.
 - Participants undertake not to disseminate any illegal or defamatory, threatening, obscene, racist comments or suchlike to the participants of the learning platform and other Internet users.
 - Participants undertake not to make the data of other users or contents of the learning platform accessible to third parties.
 - Participants undertake to use the services solely for the contractually envisaged purpose.
- (2) Breach of these preconditions of use shall entitle the organiser to exclude the participant from using the learning platform and also to terminate for good cause after fruitless written warning with a deadline.

§ 16 Legal forum and governing law

- (1) The legal forum for disputes with a consumer is solely the court within whose jurisdiction the participant has his or her general legal forum.
- (2) The legal forum for all disputes arising from the contract between the organiser and the contractual partner is the organiser's registered offices, Berlin, Germany, if the contractual partner is a merchant, public-law legal entity or a special fund within the meaning of the German terms.
- (3) Solely the law of the Federal Republic of Germany shall apply with the exclusion of UN international trade law.