

# Terms of Service

Stand: 2018-04-06

## 1 Scope, language

The following Terms of Service (*ToS*) govern the use of the binsec-academy.com portal (the *portal*) of binsec academy GmbH, A-4982 Obernberg am Inn, Vormarkt Ufer 50b (*binsec academy*).

Relevant language for the conclusion of this contract is exclusively German. Translations of these ToS into other languages are for informational purposes only. In case of discrepancies between the different versions, the German text shall prevail.

Registration is available for both private users (private clients, resp. consumers) and business clients, who may participate within the framework of their self-employed activity or as an employee of a company. Users are therefore consumers as well as businesses (§ 1 KSchG)

Users must be at least 18 years of age and have full legal capacity. Users must meet prerequisites and technical criteria required by binsec-academy.com in order to attend courses.

## 2 Subject, registration, confidentiality of access data

The portal serves as a platform for booking fee-based online courses and for participating in them.

Users register by entering the requested data in the input mask.

Registering for the portal itself is free and incurs no charges.

Registration creates a contractual relationship for an undefined period of time between binsec academy and users in accordance with these ToS.

There is no right to be admitted to register for the online system of binsec academy.

By applying for registration, users agree to these ToS and the Privacy Policy of binsec academy.

Users may delete their entry at any time under *MyPortal*. By registering on the portal alone, there is no obligation to purchase services offered by binsec academy.

After completing the online form, users will automatically receive an email containing a link to enter a unique password in addition to confidential account access details.

When registering, users must enter complete and truthful information and must ensure that this data is kept up to date. Users must also acknowledge the most recent version of binsec academy's ToS.

User's accounts will only be activated when they have verified that their email and registration requests are valid and they have entered a confidential, sufficiently long and unique password.

Usernames may not violate rights of third parties, other name and trademark rights or moral rights.

Users must keep their access details confidential. Users may not pass this information on to third parties and must change their password immediately if they suspect a third party having gained access to these details.

User accounts are personal and non-transferable. Transfers of rights to use passwords or user identifications to third parties are prohibited unless a business customer acquires all rights of the company as legal successor by

way of conversion or merger. Transfers of rights of use in the context of business accounts are only allowed before participation in a pentest training.

### 3 Availability

The portal is usually available 24 hours a day (*operating hours*).

Excluded from the operating hours are periods during which data backups and system maintenance or program maintenance resp. work on systems or databases are carried out.

Binsec academy is entitled, as far as necessary in the interest of users, to carry out this work during operating hours. This may lead to disruptions of data retrieval which binsec academy will keep as minimal as possible.

### 4 Subject to Change

Binsec academy may amend these ToS - with the exception of fees and contents of purchased online courses - at any time, provided these are required by a change in circumstances (e.g. changes in statute or case law) and are not deemed unreasonable for users. Such changes will become effective 14 days after their publication on the portal and after this has been communicated by email, unless the user objects to these amendments within this period.

### 5 User Account

Binsec academy is entitled to suspend operation of the portal, block users, and deactivate and/or delete accounts. In return, users may terminate their accounts without giving notice.

After successful payment, terminating or closing (deactivating) a user account will not incur for the period in which one or more online courses are active. In this case, terminating or closing (deactivating) the user account will only become effective once the online course has been completed.

In exceptional cases, binsec academy will close resp. deactivate user accounts prematurely if:

1. users are entitled to terminate the contract without notice in respect to participation in an online course and this is expressly communicated by them and
2. they expressly waive their other usage and participation rights contained in their contract for the online course and
3. they expressly demand that the user account be closed immediately and
4. continuing their user accounts until the end of the contractual term is deemed unreasonable for specific reasons given the circumstances.

Binsec academy reserves the right to investigate cases of suspected misuse or fundamental breaches of contract, to take appropriate precautions and, in case of a reasonable suspicion, to block user's access to the content - at least up to the point of determination the suspicion might not be warranted - and / or, if necessary, in the case of very serious breaches, terminate the contractual relationship without notice. If users prove the suspicion to be unwarranted, the account will be unblocked. Users must inform binsec academy immediately about any knowledge of any improper use of services.

Users must compensate binsec academy for any damages resulting from breach of duty, insofar users are responsible for that breach.

## 6 Liability

Liability is governed by the relevant statutory provisions.

In case of negligence binsec academy is only liable for breach of essential contractual obligations and limited to foreseeable damages. This limitation does not apply to damages to life, bodily injuries and health. Binsec academy is not liable for other damages caused negligently by defects of service.

Liability of binsec academy does not extend to internet disruptions outside its sphere of influence but in particular only to errors and disruptions of connections up to input ports of systems on which binsec academy manages their database available for usage. Liability does not extend to customer systems, communication lines or connections to these input ports.

All rights and obligations under these ToS also apply to employees of users and other third parties (vicarious agents) to whom this service was legitimately assigned for use. Users are liable for actions and omissions of third parties.

In the event of infringement with respect to rights of binsec academy or third parties, in particular other users of online courses, users are obliged to release binsec academy from claims of third parties upon first notice, and in particular to cover defence costs at the statutory rate, in particular lawyer's fees, expert's fees, and court fees in addition to the damages.

## 7 Applicable law, Jurisdiction

Jurisdiction is - as far as legally permissible - Ried im Innkreis.

Austrian law applies if users have their habitual residence in Austria or if their habitual residence is in a state that is not a member of the European Union. In the event that users have their habitual residence in a member state of the European Union, Austrian law also applies, whereby mandatory provisions of the state in which users have their habitual residence remain unaffected.

## 8 Dispute settlement under EU Consumer Directive

Binsec academy would like to point out that, besides legal recourse, there is a possibility of extrajudicial resolution pursuant to regulation (EU) 524/2013. For details please see regulation (EU) 524/2013 and <http://ec.europa.eu/consumers/odr>. Binsec academy is under no obligation to participate in such an extrajudicial resolution proceeding.

## 9 Final provisions

If individual provisions of these ToS should be or become invalid, partly or in their entirety, this shall not affect the validity of these ToS.

For business customers: The parties agree to replace ineffective or void provisions with effective provisions that align closest with the intended economic purpose. The same applies in cases of omissions.

Changes or additions to these ToS require text form.