General Terms and Conditions for Training Services

1. Subject Matter of the Contract, Conclusion of the Contract

1.1 These General Terms and Conditions apply to all training courses and certification exams conducted by macmon secure GmbH.

1.2 These General Terms and Conditions shall apply exclusively. Terms and conditions of the training or certification participant (hereinafter referred to as the "participant") shall not apply, even if macmon secure does not expressly object to them. This is true even if macmon secure performs the contractual services with knowledge of the participant's conflicting general terms and conditions.

1.3 In order to participate in a training course conducted by macmon secure, the participant must first register for the course. Participants can register using an Internet-based registration form, either in writing or online. When registering, the participant selects the training course they wish to attend. The nature and scope of the training services offered by macmon secure can be found on the website. Participants can also register for the training course by placing an order from a distributor or partner. As the number of participants in training courses is limited for didactic reasons, registrations are considered in the order in which they are received.

1.4 After registration, macmon secure will send the participant an invoice for the selected services as a PDF to the e-mail address provided. The full training fee without deductions is due immediately after registration.

2. Performance of the Training Course

2.1. macmon secure usually conducts the training courses itself and is free to choose the instructor. macmon secure is entitled to change the contents of the training courses as long as it does not affect the course objective. macmon secure is entitled to postpone course dates and times or to change the location of the training course given timely advance notice.

2.2 During the training course, macmon secure will provide the participant with all necessary knowledge according to the course schedule. macmon secure will also provide up-to-date training documents as required for the course.

2.3 In agreement with the participant, macmon secure will provide the training services either remotely, at the participant's premises or elsewhere. The date and location of the training course depends on which course the participant booked.

2.4 If a macmon NAC training course is conducted on the customer's premises, the customer shall provide, at their own expense and risk, the properly functioning infrastructure required for the training course, in particular workstations and computers, and shall prepare all necessary Internet connections. During a macmon NAC training, macmon secure will ship the switches to the course location in advance and will pick them up from the same location. The training environment will be set up one day before the start of the course. macmon secure charges a flat rate of €990.00 for equipment and travel expenses.

2.5 After completing the training course, each participant can obtain confirmation of their participation in the course on request.

3. Certification exam: macmon NAC

3.1. The participant must have attended all 3 days of the macmon NAC training course in order to take the certification exam.

3.2. The credentials for accessing the exam portal will be sent by e-mail after completion of the training course. The participant will also receive a temporary demo version with all macmon modules.

3.3. The participant must pass the exam (at least 75% of the questions correct) within 90 days to be eligible for the certificate.

3.4. Once they have passed the exam, the participant can download the certificate as a PDF from the exam portal. The term of validity and the specific certification are noted on the certificate.

3.5. About 3 months before the end of the validity term, the participant will receive an e-mail with credentials for accessing the re-certification exam. The participant must pass this exam within 90 days to extend the validity of the certificate and the certification.

4. Fees and Payment Terms

4.1 The fees owed by the participant are agreed in writing and are exclusive of statutory sales tax.

4.2 For open training courses, the course fees are per person. Especially for the macmon NAC training, the price includes the costs for a LANCOM GS-230 switch and the necessary training documents.

4.4 All receivables become due upon invoicing and are payable within 14 days without deductions. Statutory sales tax is added to all prices and shown separately on the invoices.

4.5 If the training course is ordered from a distributor or partner, the participant will receive the invoice from the distributor or partner after the course.

4.6 In the event of payment default, macmon secure is entitled to charge default interest in the amount of 9%, but at least 5% above the base interest rate.

5. Withdrawal by macmon secure

5.1 macmon secure is entitled to withdraw from the contract if the course cannot be conducted properly or is not economically feasible due to a lack of registrations, or if the course has to be canceled completely due to illness, technical reasons or other reasons for which macmon secure is not responsible.

5.2 Prior to exercising this right of withdrawal, macmon secure will endeavor to reschedule the training course to a different date in agreement with the participant. In this case, the concluded contract shall remain in force and shall be amended by mutual agreement of the parties. If the parties fail to mutually agree on an amended contract, the contract concluded shall be reversed, in particular with regard to any fees already paid by the customer.

6. Withdrawal by the Customer

6.1 The participant has the right to designate a substitute participant from their company. This rebooking is free of charge to the customer.

6.2 The participant is also entitled to withdraw from the contract at any time by submitting a written declaration to macmon secure.

6.3 If macmon secure receives the notice of withdrawal at least 5 business days before the start of the course, the participant must pay 50% of the agreed fee. If the participant declares their withdrawal from the contract less than 5 business days before the start of the course, the full fee shall be paid to macmon secure.

6.4 If the participant merely wishes to reschedule a date agreed in the contract without withdrawing from the contract as a whole, the participant's written declaration must be received by macmon secure no later than the 5th business day before the start of the agreed training course. In this case, after paying the training fee, the participant will receive a voucher to participate in a course on an alternate date. The alternate date must be within 6 months of the training course originally booked. The participant is permitted to reschedule a contractually agreed date no more than two times.

6.5 If macmon secure receives this declaration less than 5 business days prior to the start of the training course, the participant must pay 50% of the agreed amount to macmon secure as a processing fee. This processing fee will not be credited to a course taken on a later date.

6.6 If the participant has registered for a free training course (Advanced or Refresher course) and does not show up for the course, we will charge a no-show fee of €190.00 plus sales tax.

6.7 macmon secure reserves the right to assert further claims. In particular, this applies to cancellation costs for trips that have already been booked for services that were to take place on the customer's premises or another agreed location.

7. Rights to Training Documents, Software

7.1 All training documents are for the participant's personal use only.

7.2 The participant acknowledges that macmon secure retains the copyrights and thus the exclusive right to use and exploit the training documents and the training software.

7.3 macmon secure grants the participant a simple, non-transferable right to use the provided training documents and training software for the contractually intended purpose. The right to use the training software is limited to the duration of the training course and automatically expires at the end of the training course without requiring a special declaration by macmon secure. In particular, the participant is not permitted to reproduce the training software or the training documents,
in particular using electronic systems, nor to process, duplicate, edit or otherwise change the aforementioned, nor to make the aforementioned accessible to third parties in any form. The training documents also include all knowledge products or educational systems provided by macmon secure to the participant on data carriers or made accessible via electronic networks.

7.4 Furthermore, the participant acknowledges macmon secure's rights to its brands, trademarks, names and patents with respect to the software and all related documentation. The participant is prohibited from removing, altering or otherwise making unrecognizable any copyright notices or references to property rights.

8. Confidentiality

8.1 The participant is obliged, for an unlimited period of time, to maintain secrecy about all trade and company secrets that become known to them in connection with the training course. The participant may not pass such secrets on to third parties or use them for the participant's own purposes without a written declaration from macmon secure.

8.2 The participant is prohibited from conducting their own training courses or certifications for any and all macmon secure products, whether internally or externally.

9. Liability

9.1 Regardless of the legal basis, macmon secure is liable to the participant only for damage caused intentionally or through gross negligence by macmon secure itself or its employees.

9.2 macmon secure shall be liable for slight negligence only insofar as it is in breach of contractual obligations whose fulfillment is a prerequisite for the proper performance of this contract and on whose observance the user may regularly rely (cardinal obligations). In such cases, macmon secure is not liable for indirect consequential damage due to deficiencies and damage not typical for the contract. For each single claim, liability is limited to the amount covered by macmon secure's liability insurance.

9.3 Contractual claims for damages by the participant against macmon secure shall become statute-barred after six months from when the claim arose, irrespective of shorter statutory limitation periods.

9.4 Given the current state of the art, we cannot guarantee access to the server containing the course content at all times. macmon secure is not liable for any temporary lack of access.

9.5 In the event of data loss, macmon secure shall only be liable for the expense and work that would be required if backup copies were available.

10. Final Provisions

10.1 The participant may not assign any rights arising from the contractual relationship without the prior written consent of macmon secure.

10.2 All claims arising from the contract shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

10.3 Amendments and supplements to these conditions as well as any special assurances and agreements should be recorded in writing for evidentiary reasons. No verbal side agreements have been made.

10.4 The place of jurisdiction is Berlin, Germany.

10.5 If individual provisions of this contract are or become void, the remainder of the contract shall remain in effect.

Date: 08/2021