

General Terms and Conditions PRO ACADEMY

Dear interested parties

The following general terms and conditions govern the conditions of participation in the PRO ACADEMY training courses offered on this website.

1. Area of Application

1.1 PRO ACADEMY is a division of Kässbohrer Geländefahrzeug AG, Laupheim (hereinafter "we" or "PRO ACADEMY"). PRO ACADEMY offers training courses for users of Kässbohrer off-road vehicles via its online learning platform (the "Services"), both as theoretical online training sessions and as classroom training units.

1.2 These general terms and conditions apply to all orders placed by entrepreneurs and consumers via the PRO ACADEMY online learning platform. A consumer is any natural person who concludes a legal transaction for purposes which can predominantly neither be attributed to his commercial nor to his self-employed professional activity. An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or self-employed professional activity.

1.3 These general terms and conditions shall also apply to all contracts in future business relationships with entrepreneurs without any express reference being made to these general terms and conditions in those contracts.

1.4 These general terms and conditions apply exclusively. If the Customer uses contrary or supplementary general terms and conditions, their validity is hereby rejected, unless expressly agreed to in writing.

1.5 Not all Services, products, or work results described in this website may be available, and Kässbohrer Geländefahrzeug AG may change the Services, products, or work results at any time. This website may include inaccuracies, and the information in the website may change periodically. Check with your local Kässbohrer Geländefahrzeug AG dealer before relying on any product-related information found on this website.

1.6 For practical driving trainings the additional terms under sec.16 under these GTC apply supplementary.

2. Contract Parties, Customer Service

2.1 Contracting party for all orders, both for online trainings and for classroom- trainings, is Kässbohrer Geländefahrzeug AG, Germany. PRO ACADEMY is a division and brand of Kässbohrer Geländefahrzeug AG.

2.2 You can contact our customer service for questions, suggestions for improvement and complaints at the e-mail address: info@proacademy.info.

3. Conclusion of Contract

By placing the products on the online learning platform PRO ACADEMY, we offer our online trainings and courses without obligation to ensure that the trainings and courses are available to everyone at any time and within the scope of the indicated booking capacities. You place a legally binding order by clicking on the order button, filling out the booking form and sending it off. The legally binding contract for the respective training offer comes into effect through our booking confirmation, which we will send to you by e-mail after receipt and acceptance of your order.

4. Due date and payment of user fees

4.1 Consumers pay the fee for the online training purchased during the ordering process; we allow payment through online payment services, in particular PayPal and Stripe. The usage fees and other price elements shown on our website are gross prices including statutory tax.

4.2 Business customers pay on invoice. All usage fees agreed with business customers are net amounts plus any statutory tax. The usage fee and all other possible claims are due for payment within 30 days from the invoice date and are payable without deduction. If the business customer fails to pay during this payment period, he shall be in delay without further request for payment. In this case PRO ACADEMY is entitled to charge the statutory default interest.

4.3 The purchased online training will be activated for you immediately after completion of the order, so that you can start your online training shortly after conclusion of the contract.

5. Rights of Use

5.1 The participant is granted a one-time, non-transferable, non-exclusive and non-sublicensable right to use the purchased online training course (the "license") for a period of twelve months from the date of payment for the respective online training course. The license is not transferable, that means it may only be used by one participant. Exceptions to this are only possible for those online trainings which are in case of business customers expressly offered to several users or which were ordered for a plurality of participants. If licenses are made available to third parties for use and/or sublicensed contrary to the contract, we are entitled to demand the respective payment due.

5.2 Apart from that PRO ACADEMY grants to participants an irrevocable, non-exclusive right of use for all services exclusively generated for participants during the course of the agreement. The right of use is granted for an indefinite period of time without limitation to a certain location and shall be usable within the enterprise of the participant.

5.3 All rights are reserved by and to Kässbohrer Geländefahrzeug AG. In addition to the covenants in Section 6, below, the trademarks and copyrights in all documents, text, images, interactive media, and software, and the concepts, methods and models used or developed by PRO ACADEMY within the scope of the service description, as well as the know-how, techniques and other working methods (and the corresponding documentation) contributed by PRO ACADEMY are the intellectual property of and owned by Kässbohrer Geländefahrzeug AG and remain with PRO ACADEMY with the associated rights. PRO ACADEMY grants the customer a non-exclusive right of use to this, insofar as this is necessary for the use of the Services or work results.

6. Observation and Protection of Copyright and Trademark Rights

All documents (scripts, graphics, podcasts, videos, etc.) issued by PRO ACADEMY or made available for download via the Internet as part of a training course are protected by copyright. The trademarks and logos listed on the documents are protected under trademark law. Each participant is obliged to use the documents and files accessible to him only to the extent expressly permitted here and not to promote unauthorised use by third parties. This also applies after the end of participation. The files and documents may only be downloaded and printed by training participants and only for their own further training, provided that both the copyright notice and permission notice appears thereon, and provided that the materials are not modified. Downloading and printing of files is only permitted within this scope - in this respect, each participant may also have the printout carried out with the technical support of third parties (e.g. a copy shop). In all other respects, all rights of use to the files and documents are reserved. Therefore, the making of copies of files or printouts for third parties, the passing on or forwarding of files to third parties or other use for purposes other than for training purposes, whether against payment or free of charge, requires the express prior written consent of PRO ACADEMY, even after completion of the course participation. The transfer of the work results or services to third parties or making them accessible in any other way also requires the prior written consent of PRO ACADEMY.

7. Confidentiality & Privacy

7.1 Each participant is obliged to keep his/her special access data (user name and password) secret for the individual use of the online offers available on the PRO ACADEMY and shall not share them with nor pass them on to third parties.

7.2 At the request of the participant, the access data will be deleted by the PRO ACADEMY at any time and replaced by another code.

8. System Requirements at Customer's Premises

Each participant must, with regard to the hardware and software provided by the customer, at his own expense create the necessary system requirements which are necessary for the provision of the online training courses and the smooth operation of the software and are defined as follows:

- Mozilla Firefox version 52 Extended Support Release (ESR)
- Google Chrome 61

- Safari 10 auf OS X
- Mobile Browser Android > 4 und iOS > 9

9. Liability and Warranty

9.1 PRO ACADEMY is an interactive learning program that we keep up to date. The learning success of our training programs requires the committed cooperation of the participant. Despite careful technical support of all training content, PRO ACADEMY accepts no liability or guarantee for the accuracy, completeness and up-to-dateness of the content provided or for the success of measures and training courses recommended by PRO ACADEMY. This also applies if PRO ACADEMY accompanies the implementation of coordinated or recommended plans or measures individually.

9.2 PRO ACADEMY shall be liable for damage caused by it or one of its employees intentionally or through gross negligence during the performance of the Service, but only to the extent of, and no more than, its intentional or grossly negligent act or omission. However, PRO ACADEMY shall not be liable for damages caused by slight negligence. The aforementioned exclusion of liability shall not apply to personal injury, wilful misconduct or breach of essential contractual obligations arising from this contract.

9.3 The participant agrees to fully indemnify PRO ACADEMY for any damage that may occur to persons, machines and other objects within the scope of the provision of the Service, provided that such damage is either due to non-injurious conduct on the part of PRO ACADEMY or to such conduct for which liability has been excluded in a legally permissible manner in accordance with clause 9.1 above.

9.4 It is expressly pointed out that the contents of the online training courses are only theoretical and cannot replace practical driver training.

10. Termination

10.1 The ordinary termination of purchased online trainings is mutually excluded.

10.2 The right to extraordinary termination of the contract for good cause remains unaffected. In case of local classroom trainings such good cause is agreed especially if:

- the classroom training is not possible due to safety and/or weather-related reasons and an alternative date cannot be found or
- the minimum number of participants is not reached

11. Changes to the Conditions of Participation

We reserve the right to amend these conditions by deletions, replacements or additions to an

appropriate extent, provided that the amendment is reasonable for the customer, taking into account his interests. In such a case, we will notify our participants by e-mail of any changes to our terms and conditions. In the event of changes at the expense of the customer, the customer shall have a special right of termination at the time the change takes effect. Each participant has the right to comment within a period of 14 days from receipt of the notice whether he or she agrees to the amended conditions. If we do not receive a declaration within this period, our consent to the changed conditions shall be deemed to have been given. In the notification of change, we will inform the customer of his special right of termination and that the change will take effect if the customer does not exercise his special right of termination within the aforementioned period.

12. Contact Person and Contact

The PRO ACADEMY team is available to answer all your questions, requests and problems concerning your participation and as the addressee for all declarations relating to your contract at info@proacademy.info

13. Withdrawal Instruction for Consumers

If you are a consumer, you have the legal right to cancel your order, which you can exercise within the legal period of 14 days from conclusion of contract. You will find an instruction on the conditions and consequences of your right of withdrawal below, following these conditions of participation.

14. Data Protection

We process personal and other customer data in accordance with applicable laws, in particular the Federal Data Protection Act. All data received from the customer will be collected, processed and used exclusively as long and as far as this is necessary for the execution of this contract; after termination of the business relationship we delete all personal data of the customer. Upon the customer's request, we will inform the customer whether and which of the customer's personal data we have stored; the customer is entitled at any time to object to the storage and use of his personal data by declaration to us. Explanations and inquiries should be addressed to: Kässbohrer Geländefahrzeug AG, PRO ACADEMY, Kässbohrerstraße 11, D 88471 Laupheim, Germany, e-mail: info@proacademy.info.

15. General Provisions; Information on Dispute Resolution Proceedings before a Consumer Arbitration body

15.1 If the customer is a merchant within the meaning of commercial law or a legal entity under public law, the exclusive place of venue and jurisdiction for all disputes arising from or in connection with this contract is Ulm, Germany. If the customer is a consumer, we point out (in accordance with § 37 VSBG and other applicable notice requirements) that we do not participate in dispute resolution proceedings before a consumer arbitration body.

15.2 German law shall apply to the exclusion of the provisions of international private law, in

particular the United Nations Convention on Contracts for the International Sale of Goods (CISG) and other conflict of laws provisions.

15.3 The customer is only entitled to a right of set-off if his counterclaim is finally and fully adjudicated or undisputed. The customer is only entitled to assert a right of retention for counterclaims arising from the same contractual relationship.

15.4 Should individual provisions of these terms and conditions be invalid, void or unenforceable, this shall not affect the remaining provisions of this contract. The invalid, void or unenforceable provision shall be replaced by a valid and enforceable provision that best reflects the economic purpose of the invalid, void or unenforceable provision. This applies accordingly to any contractual loopholes.

16. Additional Terms for Practical Driving Trainings booked online (Supplementary to the above Terms)

16.1. Pricing: The prices to be paid to PRO ACADEMY will be calculated on a time basis or are fixed prices. The calculated working time of the trainer starts and ends at the valley station of the respective ski area. If not agreed upon otherwise, travel and other expenses shall be refunded separately.

16.2. Customer's obligations to cooperate:

- To provide the agreed services, PRO ACADEMY requires Customer's cooperation. The exact scope of Customer's obligations to cooperate shall be specified in the offer or individual agreement.
- Customer will cooperate with PRO ACADEMY and provide safe access to its premises and information, or documents that PRO ACADEMY may request to a reasonable extent in order to perform the Company's obligations. The Customer has to provide the necessary machines, which should have the statutory minimum security and functional requirements. To meet its obligations to cooperate, Customer shall provide adequately qualified personnel, including the necessary decision makers required to implement the project, who must always be available.
- Provided that Customer fails to meet duly or promptly an obligation to cooperate following prior request by PRO ACADEMY in good time, the periods to perform the services agreed by contract shall be extended. PRO ACADEMY may invoice any additional costs incurred by such failure to cooperate, in particular costs for the extended provision of personnel or resources. PRO ACADEMY is entitled to give Customer a reasonable period of time for making up for the act to be performed. If the act is not undertaken by the end of the period of time, PRO ACADEMY is entitled to terminate the contract.

16.3. Confidentiality: Both parties must keep all important information of the other party, which has not become known to the public, confidential even after the ending of the Agreement using the same degree of care as applied in the normal course of business. Upon request of one of the parties, further protection may be agreed upon.

Your right of withdrawal as consumer

If you have placed your order as a consumer, you have the right to cancel your order within the legal withdrawal period of 14 days without giving reasons.

To exercise your right of withdrawal, you must inform us (Kässbohrer Geländefahrzeug AG, PRO ACADEMY, Kässbohrerstraße 11, D 88471 Laupheim, Germany, e-mail: info@proacademy.info) by means of a clear declaration of your decision to withdraw your order. The revocation must be received by us in writing or by e-mail. You can use the attached model withdrawal form for this purpose, but its use is not required.

In order to comply with the revocation period, it is sufficient that you send the notice of the exercise of the withdrawal right before the expiry of the withdrawal period.

Consequences of the revocation

If you cancel your order, we will refund all payments we have received from you, including delivery costs (with the exception of the additional costs resulting from you choosing a different type of delivery than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the day we receive notice of your cancellation of this contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged any fees for this refund.

Model withdrawal form

(If you want to cancel the contract, please fill in this form and send it back to the following address: Kässbohrer Geländefahrzeug AG, PRO ACADEMY, Kässbohrerstraße 11, D-88471 Laupheim / e-mail address: info@proacademy.info)

"I/we (*) hereby revoke the contract concluded by me/us (*) for the provision of the following service(s) (*)

- Ordered on (*)/received on (*)
- Name of the consumer(s)
- address of the consumer(s)
- Signature of the consumer(s) (only if communicated on paper)
- Date"

(*) Delete as applicable.