

Terms of use for the time-limited usage of E-learnings on the Commerzbank training platform

1. Preamble

Commerzbank has developed online training courses ("E-Learnings") which can be accessed via a digital learning platform hosted by a third party ("Platform Operator"). A more detailed description of the E-Learning can be found in the respective application. Against this background, the following provisions apply:

2. Access to the digital learning platform, use of the online training course

2.1 Access to the digital learning platform requires that the customer informs Commerzbank of the number of its employees wishing to use the training ("Users") either in its application or subsequently by e-mail to the e-mail address e-learning@commerzbank.com. The number of Users must be specified in the application.

2.2 After receipt of the application or after notification of the number of Users, the Platform Operator shall provide the Customer with a registration link including access data to the learning platform by e-mail (to an e-mail address provided in advance). With this access data, the users can register on the digital learning platform.

2.3 The digital learning platform can be accessed from any web-enabled device (e.g. smartphone, tablet, desktop device) via web browser. The web browsers Microsoft Edge, Mozilla Firefox, Google Chrome and Safari are supported in the most current version.

2.4 On the digital learning platform, users can access and use the ordered online training under the respective heading.

2.5 The ordered training courses are available to the Users for a period of three months from registration with the access data previously received by e-mail. During this period, the training can be completed once by each authorized User. After completing the training, the User will be provided with a certificate of completion as a PDF document available for download. After this period, the online training for the corresponding User will be deleted from the digital learning platform.

3. Granting of rights

3.1 Upon full payment of the fee stated in the respective application, the customer shall receive a non-exclusive, non-transferable right to use the ordered online training course for a limited period of time in accordance with Section 2.5.

3.2 The online training may only be completed once by the respective registered User. The registered User is not authorized to pass on his access data to third parties or to make the online training available to third parties in any other way.

3.3 The Customer shall receive all rights to the certificate of completion, which the User can download after completing the online training.

3.4 The Customer is not entitled to decompile and reproduce the online training.

3.5 Copyright notices, serial numbers and other features serving to identify the online training software may not be removed or changed.

4. Fees and terms of payment

4.1 The fees listed for the ordered online training courses in the respective application plus the statutory value-added tax shall apply. The fees shall be due irrespective of whether the User actually accesses the online training and completes it in full. This means that Commerzbank will not reimburse the Customer in the event that the User does not complete the online training (in full).

4.2 Commerzbank's remuneration claims shall be fulfilled by promptly debiting the main account at Commerzbank.

5 Warranty

5.1 In addition to providing access to the digital learning platform by sending the access data by e-mail, Commerzbank also warrants that the online training has the features specified in the application.

5.2 As the digital learning platform is a web-based software solution, the occurrence of malfunctions cannot be completely excluded. As Commerzbank is not the operator of the digital learning platform, it is not responsible for its uninterrupted availability.

5.3 If technical malfunctions occur on the digital learning platform, the Customer shall inform Commerzbank thereof without undue delay so that Commerzbank can contact the platform operator.

6. Liability

6.1 The Online Trainings do not replace the Customer's management and in particular do not guarantee any specific results. The customer remains solely responsible for compliance with all legal and regulatory provisions.

6.2 In all other respects, Commerzbank shall be liable without limitation

- for intent or gross negligence,
- for injury to life, limb or health,
- in accordance with the provisions of the Product Liability Act and
- to the extent of any guarantee given by Commerzbank.

6.3 In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), Commerzbank's liability shall be limited in amount to the damage that is foreseeable and typical given the nature of the transaction in question.

6.4 Commerzbank shall have no further liability.

6.5 The above limitation of liability shall also apply to the personal liability of Commerzbank's employees, representatives and corporate bodies.

7. Confidentiality / data protection

7.1 Confidential information

The customer is aware of the fact that he may come into contact with confidential information of Commerzbank in connection with the application for the E-Learning. In addition to business secrets within the meaning of § 2 No. 1 GeschGehG, such information may also include other non-public information about financial resources, products, processes or other information that a third party

would reasonably consider confidential, including data subject to data protection and/or banking secrecy ("Confidential Information").

7.2 Use of Confidential Information

7.2.1 The Customer undertakes to treat Confidential Information obtained under this contractual relationship as confidential during the term of the contract and for five years thereafter.

Notwithstanding the foregoing, information subject to banking secrecy shall be treated confidentially for an unlimited period of time. The confidential information described may not be made available to third parties without Commerzbank's prior written consent (text form is sufficient).

7.2.2 When collecting, using, storing, deleting and disclosing the confidential information, the customer shall comply with the applicable provisions of data protection law and the provisions of banking secrecy, where applicable.

7.2.3 The Customer shall oblige all persons entrusted by it with the processing of the application to the effect that the confidential information obtained may not be disclosed to third parties without authorization or otherwise used. The customer shall take suitable precautions to secure all documents of which it becomes aware in connection with the fulfillment of the application against disclosure and unauthorized access by third parties.

7.3 Permissible disclosure

The obligation of confidentiality shall not apply if.

- ' the public becomes or has become aware of the information through no fault of either party to the contract,
- ' the information has been obtained through a third party who is not subject to the contractual restrictions and who, in turn, has obtained the information lawfully, i.e. not in violation of the confidentiality obligations
- the customer has independently generated the information without using the confidential information,
- legal regulations or an official order make disclosure mandatory

or

- the information was already known to the Customer beforehand and the Customer can prove that none of the persons involved in the disclosure of the information violated any contractual or statutory duty of confidentiality.

7.4 Data protection

The Customer shall exercise due care to ensure that all persons entrusted by it with the processing or performance of the Agreement comply with the statutory provisions on data protection. Any obligation on the part of these persons to maintain data secrecy required under data protection law must be made before they commence their activities for the first time and must be confirmed to Commerzbank on request.

7.5 Return and destruction

Upon termination of the Agreement, the Customer shall hand over to Commerzbank all Confidential Information in its possession, insofar as such information is embodied and is not subject to any statutory retention obligation. Otherwise, confidential information shall be deleted unless it is

subject to a statutory retention obligation. Insofar as information is stored in a backup system and is to be deleted, it shall be sufficient to carry out the deletion at the latest as part of the respective next deletion routine of the backup system, provided that access to the information is no longer possible during regular business operations. Commerzbank may request written confirmation from the Customer that all Confidential Information in its possession has been transferred or deleted or is being retained only because it is subject to statutory retention obligations or because it is currently in a backup system in accordance with the above provision. Customer's right or obligation to retain a copy of the Confidential Information for legally required archival purposes or other purposes provided for by this Agreement shall remain unaffected.

8. Copyrights

Both Commerzbank and the Customer agree that Commerzbank is the sole owner of all copyrights and exploitation rights to the Online Training Courses and that no such copyrights or exploitation rights are granted by these Terms of Use.

9. Final provisions

9.1 The Customer's general terms and conditions shall not apply to these Terms of Use, even if they are not expressly rejected.

9.2 These Terms of Use are subject to the laws of the Federal Republic of Germany. The place of jurisdiction is Frankfurt am Main.