



Terms and Conditions of Business and Use for HIMA DIGITAL ACADEMY and HIMA TRAINING

1. Subject matter of the contract

HIMA Paul Hildebrandt GmbH (hereinafter referred to as 'HIMA'), seated in Brühl, is a company specializing in safety-related automation solutions and offers trainings on functional safety and security.

These trainings are offered as part of the 'DIGITAL ACADEMY' program (hereinafter referred to as 'digital training').

In addition, 'HIMA TRAINING' also offers trainings outside the DIGITAL ACADEMY via video link ('online training') or in person ('on-site training').

The terms of use set out here govern the use of the DIGITAL ACADEMY by the customer within the framework of a fixed-term contract.

In addition, they also apply to the use of HIMA TRAINING within the framework of a registration for individual trainings, for which different regulations and processes may apply, as indicated below.

In the absence of any conflicting provisions in these terms and conditions, the [General Terms and Conditions of Service](#) of HIMA shall apply on a subordinate basis.

Any deviating terms and conditions of the customer shall not become part of the contract, even if they are expressly referred to in an enquiry or order.

HIMA expressly reserves the right to regularly review and update both these terms and conditions of business and use as well as the trainings offered and their content, in particular due to changes in the law or in order to ensure better functionality.

2. Conclusion of contract

HIMA will prepare a corresponding offer at the customer's request. If the customer accepts this offer by confirming the contract, the binding conclusion of the fixed-term contract for the DIGITAL ACADEMY or respectively the binding registration (= conclusion of contract) for HIMA TRAINING shall be deemed to have taken place.

HIMA is entitled to reject both fixed-term contract requests and registrations without giving reasons.

3. Scope of services and conditions of use

3.1 Within the framework of the DIGITAL ACADEMY

Upon conclusion of the fixed-term contract and subsequent registration by creating an account, customers gain access to the contents of the DIGITAL ACADEMY.

Within the scope and subject to the restrictions of these Terms and Conditions of Business and Use, the customer is granted the non-exclusive and non-transferable right to select from the digital training

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Date: 30.09.2025	Date: 01.10.2025	Date: 12.11.2025

offered, to book them and to assign them to persons designated by the customer as training participants for use and participation.

The service provided by HIMA thus comprises the provision of the Digital Academy and its content.

Details and deviations may be specified in the description of the respective digital training or content.

The parties agree that interruptions may occur for maintenance and/or updates; such interruptions do not constitute poor performance.

3.2 Within the scope of HIMA TRAINING

Unless otherwise stated, the offer price includes participation in the training (online and on-site), as well as the accompanying materials and a certificate of participation in accordance with the offer. If the training takes place at HIMA locations, refreshments during breaks and lunch on the training days, as well as the use of the respective training rooms, are included in the scope of services, unless otherwise specified in the offer.

At the customer's request, HIMA can conduct certain trainings as on-site training at the customer's premises. The customer is responsible for ensuring the necessary conditions for this on-site training, in particular the necessary internet access for smooth implementation. The customer must ensure the safe storage of the training equipment at their own expense in order to protect it from destruction, damage or theft. After the end of the on-site training, the customer shall be responsible for the safe storage of the training equipment, such as training systems and computers, until collection.

3.3 Technical and other requirements

The customer is responsible for the technical requirements that they or the training participants need to use the DIGITAL ACADEMY, HIMA TRAINING and participate in the respective trainings. These include, at a minimum, a computer with functioning internet access for each training participant with an RDP client installed, whereby the standard RDP port 3389 must not be blocked by a firewall.

Furthermore, it is necessary for both the customer as well as the training participants to have their own account. Sharing or transferring an account is not possible.

4. Fees and payment

4.1 Services provided within the scope of the DIGITAL ACADEMY as specified in Section 3.1 are paid for with credits that must be purchased in advance. The fees for these and other details are calculated according to the respective license model and are listed in the offer plus the applicable value-added tax.

4.2 With regard to the services provided within the scope of HIMA TRAINING, the prices quoted in the offer in euros plus the applicable value added tax shall apply. The participation fees will be charged to the customer per participant and include the services listed in section 3.2. The participation fees for the respective trainings, together with any additional services, must be paid in full no later than 10 days before the start of the training. Notwithstanding this, amended conditions may be specified in the respective offer.

5. Rights of use and obligations of the customer

5.1 HIMA grants the customer the right to use the DIGITAL ACADEMY offering in accordance with all restrictions and specifications of these terms and conditions for the duration of the fixed-term contract. In particular, the customer is prohibited from copying, distributing for a fee or free of charge,

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publicly displaying or modifying the content of the DIGITAL ACADEMY, whether by changing or circumventing technical protection measures.

All designs, drawings and other technical information relating to goods or services, including any system software provided by HIMA and the related intellectual property rights, remain the property of HIMA. The customer is not granted any copyright usage rights. Nothing in this agreement shall be construed as a transfer or offer to transfer intellectual property rights, whether in part or in full. It is clarified that the same applies in relation to training participants.

5.2 The customer also undertakes not to use automated programs to change or access the content, either directly or indirectly; this obligation also includes a prohibition on creating or attempting to create the content, its internal structure or the organization of products or any part thereof by disassembly, decompilation, reverse engineering, data mining or other extraction methods, or otherwise, or to permit others to do so.

Furthermore, the customer undertakes not to interrupt or restrict the function or availability of the DIGITAL ACADEMY by uploading or using software of any kind, either directly or indirectly.

5.3 The above also applies accordingly to training materials provided by HIMA. These are protected by copyright and may not be reproduced or distributed without the consent of HIMA. The right to make backup copies remains unaffected by this.

5.4 In the event of a breach of these Terms and Conditions of Business and Use, HIMA reserves the right to prevent or restrict use by the customer or training participant. This applies in particular in the event of unlawful use or if the nature of the use gives rise to suspicion of criminal use.

HIMA is entitled to suspend the customer account and/or training participant account (in particular in the event of suspected hacking) until the facts have been clarified or the access data has been changed.

5.5 The customer guarantees HIMA that it will check all applicable sanctions lists and comparable regulations with regard to all training participants to whom it assigns trainings and will not assign trainings to any sanctioned persons.

6. Term of the fixed-term contract

The fixed-term contract for the DIGITAL ACADEMY is concluded for a period of 12 months and begins upon acceptance of the offer by the customer. Ordinary termination is excluded during this period.

The right to extraordinary termination and/or termination without notice remains unaffected. An important reason for extraordinary termination on the part of HIMA exists in particular if the customer provides false information when concluding the contract or intentionally causes misuse in accordance with Section 5.4.

7. Limitation of liability

HIMA shall be liable in accordance with the provisions of the [General Terms and Conditions of Service](#), subject to the following proviso:

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In the event of the unlawful uploading, posting or other publication of copyright-protected content on the DIGITAL ACADEMY by the customer or a training participant, the customer shall fully indemnify HIMA against all third-party claims, including the costs of legal defense and prosecution.

HIMA accepts no liability for the display quality or reception quality of the training, as this is not part of the offer and may vary depending on the end device; it depends on various factors beyond HIMA's control, such as the available bandwidth or the speed of the internet connection.

HIMA shall not be liable for restrictions or prevention of reception due to general restrictions at the location of the customer or training participant, regardless of whether these are of a technical or other nature.

8. Different regulations for training courses within the framework of HIMA TRAINING

8.1 Training times

Unless otherwise stated in the offer, the training times for the agreed date must be agreed between HIMA and the customer with at least 14 calendar days' notice.

8.2 Cancellation by the customer

The customer may subsequently change the training times by mutual agreement with HIMA.

Withdrawal (cancellation) by the customer must be made in writing by mail or email to [training\(at\)hima.com](mailto:training(at)hima.com).

For cancellations received by HIMA at least 30 calendar days before the start of training, the obligation to pay remuneration shall not apply. For cancellations received no later than 15 calendar days before the start of training, the obligation to pay remuneration is reduced by 50%. In the event of later withdrawal, the participation fees are payable in full.

The customer always has the option of naming suitable replacement participants for trainings without incurring additional fees.

8.3 Postponement

If HIMA cancels the training for organizational reasons or due to events attributable to force majeure, the remuneration already paid to date will be refunded. In this case, the customer will be notified immediately. HIMA will offer an alternative date, if possible.

9. Data protection

HIMA collects and stores the data of customers and training participants necessary for business transactions. The processing of personal data complies with the statutory provisions. Details can be found in the [privacy policy](#) available online. Upon justified request, information about the stored personal data will be provided at any time.

10. Data Processing Agreement

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The parties agree that, in order to comply with all data protection requirements, the attached contract for commissioned data processing (appendix) shall form an integral part of the contractual agreement. Upon conclusion of the fixed-term contract, the contract for commissioned data processing shall also be concluded.

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