

Conditions of Use and Contract Terms for the Online Data Protection Training

1. **Services:** The Online Data Protection Training course serves to teach participants the basics of corporate data protection in accordance with the EU General Data Protection Regulation (GDPR). In a final test, 7 random questions from a pool must be answered correctly with a minimum score of 50%. Participation is managed by the client.
 - a. **Basic or Premium version:** fox-on provides a URL and a uniform access code that all participants can use to log in and generate a certificate of participation (PDF) for themselves. If agreed, the Premium version also allows successful participation to be reported directly to a central company address by e-mail.
 - b. **SCORM version:** fox-on provides the Online Data Protection Training course once in a SCORM file so that the client can integrate it into their own learning management system (LMS).
2. **Technical requirements:**
 - a. In order to use the **basic or premium version** of the training course, participants' end devices must meet the following minimum technical requirements (as of September 2025):
 - Internet access
 - Current browser in the latest version, e.g. Firefox, Google Chrome, Microsoft Edge, Safari
 - Cookies and JavaScript must be enabled in your browser.
 - b. **SCORM version:** The training course is provided in a SCORM file in version 1.2. A screen resolution of at least 1024 x 768 pixels is recommended for participants using all versions; therefore, smartphone use is not recommended.
3. **Period of use and termination:** The period of use is 12 months from activation of access. It is **automatically extended** for a further 12 months unless notice of termination is given **at least 2 weeks** before the end of the respective period of use.
4. **Extraordinary termination:** In the event of late payment or other serious breaches of contract, fox-on shall be entitled to block access to the training course prematurely and to terminate the contract extraordinarily.
5. **Number of participations:** The contractually agreed number of participations per period of use represents the minimum number. Unused participations are non-transferable and expire at the end of the respective period of use.
6. **Additional participation:** Participation exceeding the minimum number of participations per usage period is permitted without further ado. Further participations will be invoiced retrospectively at the standard price per participation agreed for the respective period of use. Participation is counted if the final test is passed or a certificate of participation is generated.
7. **The following also applies to the SCORM version:**
 - a. Information about participation: The client is obliged to provide fox-on with proof of the actual number of participants after the end of each 12-month period of use. If no information is provided despite a verifiable request, fox-on is entitled to estimate the number of participants and to invoice on this basis.

- b. Deletion after the end of the contract: The client undertakes not to continue using the SCORM file after the end of the contract period and to delete it. They shall confirm this to fox-on in writing at least after the end of the contract.
8. **Controller processor agreement:** Where required by law, a separate agreement will be concluded in accordance with Art. 28 GDPR (in particular if more detailed information about usage data is to be provided by fox-on).
 9. **Scope of use:** During the period of use, the client shall be granted a simple, non-exclusive right of use solely for its own employees' personal use. The right of use is not transferable. The **transfer of the access code or the SCORM file to external parties is prohibited.** This may result in termination of this contract without notice and claims for damages. The client may not make copies of the training (except for your own backup purposes), store or use training content for other purposes or pass it on to third parties. After the expiry of the period of use, further use is prohibited.
 10. **Confidentiality:** The access data and codes for the system and the SCORM file are confidential and must be treated with care. It is not permitted to pass such information to third parties without fox-on's consent. If the client has a reasonable suspicion that third parties were able to use the training or gain knowledge of the access code, the client is obligated to inform fox-on immediately.
 11. **Guarantee:** fox-on warrants that the Online Data Protection Training essentially fulfils its main functions and, at the time of provision, is free from errors that negate or more than significantly reduce its value or suitability for normal use or use as specified in the contract.
 12. **Availability of the Basic and Premium version:** fox-on endeavours to ensure that the Online Data Protection Training is available as continuously as possible. Maintenance work should be kept to a minimum. This does not apply to periods during which the service is unavailable due to technical or other problems beyond the control of fox-on or its service providers (e.g. force majeure, third-party fault, etc.).
 13. **Content:** The contents of the Online Data Protection Training were compiled with the utmost care. However, for presentation reasons, the facts can only be presented in abbreviated form. The training does not represent a legal or technical reference but is instead intended to promote learning comprehension. The training especially is not a substitute for advice from the company data protection officer or specialized consultants.
 14. Content and technical **updates** remain reserved in the Basic version during the period of use. When using other versions, the scope and costs incurred shall be agreed upon on a case-by-case basis.
 15. **Liability:** fox-on shall only be liable for damages resulting from intent and/or negligence. In case of simple negligence, fox-on shall only be liable in the case of a violation of an essential contractual obligation, limited to the replacement of the damage typically incurred. The liability restrictions apply in the same way to the personal liability of its employees, representatives and vicarious agents. However, they shall not apply for claims from the product liability law (Produkthaftungsgesetz).
 16. **Written form:** Amendments or additions to the terms and conditions shall only be effective if they are agreed upon in writing or confirmed in writing by fox-on. This also applies to any amendment to this written form clause.
 17. Place of jurisdiction is the location of fox-on's headquarters. This contract is subject to German law; the application of the UN Sales Convention (CSIG) is excluded.
 18. In addition, the General Terms and Conditions of fox-on apply (<https://en.fox-on.com/GTC>).

Status: September 2025