

## **TERMS & CONDITIONS**

Welcome to **Training Scientists**,

These **Terms & Conditions** (hereinafter referred to as the “**Terms**” or “**Terms of Use**” or “**Terms of Service**”) shall govern the relationship between our company and you. This website is owned and operated by:

**Company Name:** Dr. Maurice Maurer, LLC

**Principal Office:** 777 Brickell Ave #500-97534, Miami, FL 33131, USA

(here simply referred to as “**Company**” or “**Training Scientists**” or “**us**” or “**our**” or “**we**”). You are here simply referred to as “**you**” or “**your**” or “**user**” or “**users**” or “**customers**”. These Terms shall govern your use of our websites - [www.training-scientists.de](http://www.training-scientists.de) and [www.training-scientists.com](http://www.training-scientists.com) (hereinafter referred to as the “**website**” or “**Site**” or “**Platform**”).

**Training Scientists** offers a variety of courses around the topics of scientific data analysis, data interpretation and plotting for various scientific fields (hereinafter referred to as the “**Course(s)**”). The courses can be taken on-demand or as blended learning courses. The on-demand lecture videos and materials can be watched at any time and can be purchased with a single course licence or the all-courses licence. The blended learning courses combine the on-demand lectures with hands-on Zoom tutorials where participants can ask questions, we discuss the solutions of exercises and fix problems. (Hereinafter referred to as the “**Service(s)**”)

Please read these Terms carefully, as these, along with our **Refund Policy**, **Cookie Policy**, and **Privacy Policy** statement forms the entire agreement between you and Training Scientists. If you do not accept these Terms in its entirety, then you may not use the website, purchase any of our courses, or book any of our Services.

### **1. ACCEPTANCE OF THE TERMS & CONDITIONS**

By accessing or using website, or purchasing our courses, or by booking our Services or by clicking on a button or taking similar action to signify your affirmative acceptance of these Terms, you hereby represent that:

- i. You have read, understood, and agreed to be bound by these Terms and any future updates and additions to these Terms, as published from time to time at the website.
- ii. You are of **sound mind**, at least **18 years** in age, and otherwise competent to form a binding contract with us. Our website is offered and available to users who are at least 18 years of legal age to form a binding contract. We do not offer our services to minors without appropriate parental consent. By using the website, you represent and warrant that you meet all of the foregoing eligibility requirements.
- iii. We must not have previously disabled your account for violation of law or any of our policies.
- iv. You have read, understood, and consented to our **Privacy Policy** statement posted on our website.

## 2. ACCOUNTS, PASSWORDS AND SECURITY

- a) **Account:** To access various parts of the website, and to avail various services, you might be required to register and create an account with us. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information about yourself. As part of the registration process, you will create a password and an account.
- b) **Security:** You are responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security. We ask that you should not share your account or password with any third party. We cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this Section or from any unauthorized access to or use of your account.
- c) **Inaccurate Information:** If we have reasonable grounds to suspect that any of the information submitted by you is untrue, inaccurate, outdated, or incomplete, or that you have created a duplicate account, in that case, we may terminate your account, and refuse current or future use of any or all of the services.

## 3. USE OF THE WEBSITE AND RESTRICTIONS

- i. **Allowed uses:**

- a) **Information:** Whenever prompted, you must provide us with the correct, accurate, and updated information. These will be handled in accordance with the **Privacy Policy** statement posted on our website.
- b) **Material:** For the purposes of these Terms, “material” shall mean any text, video, graphics, content, research information, data, sound material, published on the website, shared during a session, or available in any of our Courses, whether a copyright of Training Scientists, its licensors or any third party. **(Unless stated otherwise)** You are not allowed to download or print the material, or extracts from it, in a systematic or regular manner or otherwise to create a database in electronic or paper form comprising all or part of the material appearing on the website. Unless stated otherwise, you must not reproduce any part of the website or the material or transmit it to or store it in any other website or disseminate any part of the material in any other form, unless we have indicated that you may do so. However, you are allowed to use the content so generated by you using our platform in such form and manner as allowed in these Terms.

ii. **Restricted uses:**

- a) You cannot impersonate others or provide inaccurate information.
- b) Recording of any of our live sessions is strictly prohibited without our prior written consent.
- c) You must not sell or transfer or sublicense any of our Courses.
- d) You cannot use our Site or purchase our Courses for the purpose of resale.
- e) You cannot breach or circumvent or attempt to break or circumvent our authentication and security processes and measures of our systems or networks.
- f) You cannot reverse engineer or try to reverse engineer any of the proprietary/ intellectual property aspects of, including but not limited to the services, software, our platforms, networks, systems, etc., wholly or in part.
- g) You must not misuse or interfere with the Services or website or try to access them using a method other than the interface and the instructions that we provide. You

may use the Services only as permitted by law and as per the directions provided by us.

h) You must not:

- republish material from this website;
- sell, rent or sub-license material from the website;
- show any material from the website in public without our consent;
- edit or otherwise modify any material on the website (other than editing your own information as per the method provided);
- reproduce, duplicate, copy, or otherwise exploit material on our website for a commercial purpose; or
- redistribute material from the website, except for content specifically and expressly made available for redistribution with our written consent and according to our terms;
- infringe or violate our Intellectual Property Rights or Intellectual Property Rights of our licensors or any third party;
- We reserve the right to restrict your access to any areas of our website, or indeed our whole website, at our discretion.

i) You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.

j) You cannot access, use, or tamper with the non-public areas of any of our software, platforms, networks, or our systems.

k) You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, trojan horse, worm, keystroke logger, rootkit, or other malicious computer software.

- 1) You must not conduct any systematic or automated data collection activities *(including without limitation scraping, data mining, data extraction and data harvesting)* on or in relation to our website, without our express written consent.

#### 4. OUR COURSES – OWNERSHIP, RIGHTS, AND RESTRICTIONS

- a) **Ownership:** All our courses, including all their content, including information, data, image, and videos, available on the website, are owned by the Company and are protected by copyright laws. Purchasers do not acquire ownership rights to the purchased Course.
- b) **License:** Training Scientists grants purchasers a limited, non-exclusive, non-sublicensable, and non-transferable license to use the purchased Course solely for their personal use. This license does not grant any right to resell, license, distribute, modify, or transfer our Course to third parties.
- c) **Restrictions:** Purchasers are prohibited from reverse-engineering, decompiling, or disassembling any of our Courses. The license provided by Training Scientists only permits the use of our Course as intended, and any other use is strictly prohibited.
- d) **Prohibited Uses:** Purchasers are strictly prohibited from using our Course in any way that could harm or damage the reputation or business of Training Scientists or Dr. Maurice Maurer.
- e) **Intellectual Property:** All trademarks, logos, and other intellectual property rights associated with Training Scientists and our Course are the property of the company. Purchasers are not granted any license or right to use these trademarks, logos, or other intellectual property.
- f) **Refunds:** We offer a **14-day refund policy** on all our courses. Please refer to the **Refund Policy** posted on our website for more information on the same.
- g) **Updates:** Training Scientists reserves the right to update, modify, or remove any Course available on the website without notice.
- h) **Lifetime Access:** Please note that when we refer to "Lifetime Access" on our website, it signifies that access to the courses will be valid for the entire duration of our website and/or company. This means that as long as our website and company are operational, you will have uninterrupted access to the courses you have purchased. We are committed to providing you with long-term access to our courses to support your ongoing learning journey. However, it's important to acknowledge that circumstances beyond our control may arise that could impact

the availability of our website and/or company, in which case, your access may be disabled without any refunds.

- i) **Liability:** Training Scientists is not liable for any damages, losses, or liabilities arising from the use or reliance of the Course or its content. It is the responsibility of the purchaser to ensure that the Course meets their requirements before making a purchase.

## 5. OWNERSHIP RIGHTS OF OUR COMPANY

This website, domains ([www.training-scientists.de](http://www.training-scientists.de) and [www.training-scientists.com](http://www.training-scientists.com)), our Courses, videos, information, blogs, our logos, content, designs, trademarks, trade dress, trade name, all of our services, shall remain the sole property of Training Scientists or its licensors (*as the case may be*). Your use of or access to this website or purchase of our Courses, shall not in any way transfer or assign to you any ownership or other proprietary rights in or to this website, our Course, blogs, services, content, formats, designs, anything published by us or our licensors or third parties. This website, services, our Course, and the content, is protected by relevant intellectual property laws, rules, and regulations. Trademarks, trade names and designs appearing on this website are the exclusive property of, or are licensed to Training Scientists and are protected. **No use of a trademark, trade dress, trade name or design appearing on this website or in our Courses or sessions may be made without the prior written permission of Training Scientists.**

## 6. PRIVACY

In order to see what personal and non-personal information we collect and how we use or store or share the same, please refer to the detailed **Privacy Policy** statement available on our website.

## 7. LINKS TO THIRD-PARTY SITES

The website might contain links to third-party websites or services. *For example, the website works with third party payment service providers to provide you the most convenient payment options.* Such third-party links are not under the control of Training Scientists, and Training Scientists is not responsible for any third-party links. Training Scientists provides access to these third-party links only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to third-party links. You shall use all third-party links at your own risk, and should apply a suitable level

of caution and discretion in doing so. Whenever you click on such links, you may be taken to such a third-party website, and you get out of the jurisdiction of our website. Therefore, you shall be governed by the legal policies of such third-party websites and we suggest that you read those policies. **In case of any damage due to such action of third-party links or inaccuracy of content or wrong information, Training Scientists shall not be responsible.**

## **8. PAYMENTS FOR SERVICES**

Access to our services and courses is subject to the receipt of the applicable fees, and you agree to pay for the services/courses that you purchase on our website, and you authorize us (*or our third-party payment service providers*) to charge your debit or credit card or process other means of payment for those fees. You shall be responsible to bear all the applicable taxes and fees (*wherever applicable*). We reserve the right to modify the prices of any of our services (including courses), or discontinue certain services or courses, at any time at our sole discretion, without any prior notice. We offer a **14-day refund policy** on all our courses. Please refer to the **Refund Policy** posted on our website for more information on the same.

## **9. DISCLAIMER**

**The following disclaimer applies to all Training Scientists courses, including on-demand and blended learning courses:**

- a) **General Information:** Training Scientists provides educational courses focused on scientific data analysis, data interpretation, and plotting techniques for various scientific fields. While we strive to deliver accurate and up-to-date information, we cannot guarantee the absolute accuracy, completeness, or reliability of the content presented in our courses. The courses are intended for educational purposes only and should not be considered as a substitute for professional advice or consultation. The website, our courses, sessions, and our services are provided on an “**as-is**” basis, and we expressly disclaim all warranties, whether express or implied, including the implied warranties of financial gain, safety, or fitness for a particular purpose, about our services or courses or sessions.
- b) **No Professional Advice:** The information provided in our courses is not intended to serve as professional advice in any specific scientific, technical, or academic field. It is crucial to consult

with qualified professionals or experts in your field of interest to address specific concerns, challenges, or questions related to your work. Training Scientists does not assume any responsibility for actions taken based on the information presented in our courses.

- c) **Course Content:** The content of our courses is based on the expertise and knowledge of our instructors and contributors. However, scientific knowledge and techniques are continually evolving, and there may be advancements or changes that are not yet included in our courses. Training Scientists reserves the right to update, modify, or remove any course content without prior notice.
- d) **Personal Responsibility:** Enrolling in and participating in our courses is voluntary, and individuals are solely responsible for the choices they make and the actions they take as a result of participating in our courses. Training Scientists shall not be held liable for any direct, indirect, incidental, consequential, or special damages arising from or in connection with the use of our courses or the information provided therein.
- e) **External Links and References:** Our courses may contain links or references to external websites, resources, or publications. These links are provided for convenience and informational purposes only. Training Scientists does not endorse, control, or take responsibility for the accuracy, relevance, or legality of the content found on external sites. Accessing and using any external resources is done at the individual's own risk.
- f) **Intellectual Property:** All intellectual property rights, including but not limited to copyrights, trademarks, and patents, associated with the course materials, lectures, videos, exercises, and other content provided by Training Scientists, remain the sole property of Training Scientists or the respective intellectual property owners. Any unauthorized use, reproduction, distribution, or modification of the course materials or content is strictly prohibited.
- g) **Technical Issues:** Training Scientists endeavors to provide a seamless learning experience through our platform. However, we cannot guarantee uninterrupted access to our courses due to potential technical issues, maintenance requirements, or unforeseen circumstances beyond our control. We shall not be held liable for any damages or losses arising from temporary unavailability or disruptions in accessing our courses.

By enrolling in and using our courses, you agree to the terms and conditions outlined in this disclaimer. It is essential to review this disclaimer periodically, as Training Scientists may update or revise it without prior notice. If you do not agree with any part of this disclaimer, please refrain from using our courses or accessing our materials.

## 10. LIMITATION OF LIABILITY

- a) **No Warranty:** Training Scientists' website, services, and courses are provided on an "as is" and "as available" basis. While we strive to ensure the quality and accuracy of our courses, we make no warranties or representations of any kind, express or implied, regarding the content, materials, or availability of our courses. We do not warrant that our courses will be error-free, secure, or free from viruses or other harmful components.
- b) **Exclusion of Liability:** To the maximum extent permitted by applicable law, Training Scientists and its instructors, employees, affiliates, agents, or representatives shall not be held liable for any direct, indirect, incidental, consequential, or special damages arising from or in connection with the use of our courses, including but not limited to:
  - i. Loss of data, profits, or business opportunities.
  - ii. Errors, inaccuracies, or omissions in the content or materials provided in our courses.
  - iii. Any unauthorized access to or alteration of your personal information or data.

## 11. LEGAL ACTION

If you are found to be degrading, tarnishing, maligning the image, goodwill, or reputation of **Training Scientists** or **Dr. Maurice Maurer**, by spreading hate, insulting, false, fake reviews or engaging in mala fide actions against the above, strong legal actions will be taken immediately.

## 12. INDEMNITY

You acknowledge to defend, indemnify, and hold Training Scientists, its owners, affiliates, directors, officers, employees, agents, partners, and any other licensors (hereinafter referred to as "**Indemnified Party**") harmless from and against any claim, disputes, fine, liability, demand, or expense, including reasonable legal counsel's fee, made by a third party, relating to, or arising from:

- a) Your violation of ours or any third-party right;

- b) Your wrongful or improper use of our services, or our course or sessions or website;
- c) Your violation of any applicable laws, rules, or regulations;
- d) Your violation of these Terms or any other policy of ours as associated with our services;
- e) The indemnifications set forth above will survive the termination or expiration of these Terms and/or your use of our services.

### 13. GOVERNING LAW AND DISPUTE RESOLUTION

- i. **Governing Law:** The Terms and any dispute arising from the same will be governed by applicable laws of the **State of Florida (USA)**.
- ii. **Exclusive Jurisdiction:** All disputes must first be attempted to be resolved amicably, failing which, such controversy, conflict or dispute shall be finally settled by bringing it exclusively before the appropriate courts located in **Miami-Dade County, Florida (USA)**.

### 14. NOTICES

When you use the website or send emails to Training Scientists, you are communicating with us electronically. You consent to receive physically or electronically any communications related to your use of this website. Training Scientists will communicate with you by email or by posting notices on this website. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. We may give notice by means of a general notice via electronic mail to your email address as available with us. If you want to give a notice to us, you can do so by dropping an electronic mail to [contact@training-scientists.de](mailto:contact@training-scientists.de).

### 15. MISCELLANEOUS

- i. **Independent Legal Advice:** It is your obligation to obtain independent legal advice at your own expense to ensure you understand the provisions of these Terms.
- ii. **Headings:** The section headings are for convenience only and shall not control or affect the meaning or construction of any provision of these Terms.

- iii. **Breach:** In case of any breach or threatened breach to the provisions of these Terms, we reserve the right to suspend and/or revoke your access to our services, courses, and website, at our sole discretion. In such case, you will not be entitled to any refund.
- iv. **Severability:** If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of these Terms will continue in full force and effect.
- v. **Waiver:** Our failure to insist on or enforce strict performance of these Terms & Conditions shall not be construed as a waiver by us of any provision or any right that we have to enforce these Terms and nor shall any course of conduct between Company and you or any other party be deemed to modify any provision of these Terms.
- vi. **Survival:** Notwithstanding any other provisions of these Terms & Conditions, or any general legal principles to the contrary, any provision of these Terms & Conditions that imposes or contemplates continuing obligations on either party shall survive the expiration or termination of these Terms & Conditions, for any reason whatsoever.
- vii. **No Third-Party Beneficiaries:** Except as otherwise expressly provided in these Terms & Conditions, there shall be no third-party beneficiaries to these Terms & Conditions.
- viii. **No Assignment:** You may not assign these Terms & Conditions (or any rights, benefits, or obligations hereunder) by operation of law or otherwise without the prior written consent of Training Scientists, which may be withheld at Training Scientists' sole discretion. Any attempted assignment that does not comply with these Terms & Conditions shall be null and void.
- ix. **Entire Agreement:** The **Terms, Cookie Policy, Refund Policy, and Privacy Policy**, together with any additional terms and conditions incorporated herein or referred to herein constitute the entire Agreement between Training Scientists and you, relating to the subject matter hereof, and supersedes any prior understanding or agreements (*whether oral or written*) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on our website.
- x. **Force Majeure:** Training Scientists and its third-party service providers will be excused from performance for any period during which, and to the extent that, such party or any subcontractor

is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, communication line failures, technical issues, bugs, errors, power failures and/or similar inabilities.

- xi. Updates to these Terms:** We may add to or change or update these Terms at any time, from time to time, entirely at our own discretion, with or without any prior written notice. You are responsible for checking these Terms periodically. Your use of the Site or our Services after any amendments to the Terms shall constitute your acceptance to such amendments.

## **16. GRIEVANCE OFFICER/DESIGNATED REPRESENTATIVE**

In the event you have any grievance regarding anything related to these **Terms or Privacy Policy**, or with any content or service of Training Scientists, in that case you may freely write your concerns to the Grievance Officer/Designated Officer at:

- **Name:** Dr. Maurice Maurer
- **Email:** [contact@training-scientists.de](mailto:contact@training-scientists.de)

## **17. FEEDBACK AND INFORMATION**

We welcome your questions or comments regarding the Terms. You can write to us via email: [contact@training-scientists.de](mailto:contact@training-scientists.de).

Last updated on **May 16, 2023**.