

Welcome to the Fujitsu Training Academy

The Fujitsu Training Academy will give you access to a number of training opportunities upon successful registration. This registration happens in Fujitsu learning management system called FiOLA (= Fujitsu International Online Learning Application)

We hope that you will profit from the training opportunities we have to offer. Please take a little time to read the following thoroughly. If you like, you can save or print this text.

By the terms "you" or "participant" we refer to you, as registering natural person as well as to the company you are representing. By registering you confirm that you are an authorised representative of the company which you are representing and that no further power of authority or third party verification is necessary to validate your declaration of consent to the following Terms and Conditions for the Fujitsu Training Academy "FiOLA" to become binding also for your company.

Please note: Any use or access to the Fujitsu Training Academy by anyone under the age of 18 is prohibited, and certain training offers may have additional requirements and/or restrictions.

What we expect you to comply with

Subject to these Terms and Conditions for the Fujitsu Training Academy "FiOLA" and our policies (including our Data Privacy Policy), we grant you as representative of your company a limited, non-exclusive, non-transferable, and revocable right to use the Fujitsu Training Academy and its training offers for your business purposes. You agree that you will create, access, and/or use only one participant account, and you will not share with any third party access to or access information for your account. Using the Fujitsu Training Academy does not give you ownership of any intellectual property rights in the content and trainings you access. In addition, we expect you to confirm and to comply with the following terms and conditions.

What are our Terms and Conditions for the Fujitsu Training Academy "FiOLA"

1. General

Any access to and registration for FiOLA and/or a training offered in FiOLA is conditional either on (i) a successful registration in the Fujitsu Partner Extranet or an individual registration in the FiOLA system, independent from the Fujitsu Partner Extranet.

Upon your successful registration in the Fujitsu Training Academy "FiOLA", any application for a training in FiOLA, which is confirmed by Fujitsu, constitutes a legal agreement between the legal entity, represented by you and Fujitsu Technology Solutions GmbH, Germany ("Fujitsu"). This legal agreement shall be governed by these Terms and Conditions for the Fujitsu Training Academy "FiOLA", in case of access via the Fujitsu Partner Extranet the Terms of Use of the Fujitsu Partner Extranet, any further written contractual agreement between you and Fujitsu and the applicable German law. In the event and to the extent of any conflict between the documents that comprise the agreement they shall have the following order of precedence in descending order of priority:

1. These Terms and Conditions for the Fujitsu Training Academy "FiOLA"
2. The terms of the Fujitsu Partner Extranet (if used for registration)
3. Any further written contractual agreement with Fujitsu

Any and all access to and use of the Fujitsu Training Academy and its content is subject to these Terms and Conditions. Fujitsu reserves the right to amend, modify or replace these Terms and Conditions at any time and without further notice. Upon logging-in, you are accepting these Terms and Conditions in their current version as basis for the use of the Fujitsu Training Academy "FiOLA" and its content.

2. Trainings Courses: Organization, changes and pricing

a. REGISTRATION

Any successful registration for a Fujitsu training course requires a respective, training specific confirmation by Fujitsu.

b. COURSES

The respective training course descriptions outlines the training services. Depending on the knowledge level and the needs of the participants in a training, the content of the training course may vary from the description of the course at the reasonable discretion of Fujitsu. The high quality standards might require that the number of participants in training courses is limited. The training includes only the elements explicitly mentioned in the training description. The participant or her/his company must organize the journey to the starting point at his/her own expense. The same applies to the journey home. Some elements of the training may be provided by third party suppliers (e.g. retailers, airlines, hotel companies, event agencies, service providers etc.). Fujitsu shall have no liability in relation to any training elements provided by a third party supplier. Third party suppliers may stipulate their own terms, conditions, restrictions or safety instructions, which need to be accepted by participant as a condition for getting or using the training element. Participation in the training shall be on the participant`s own responsibility. Fujitsu will arrange for the training, but will not take the role and responsibility of a tour operator or event agency. Unless expressly stated otherwise by Fujitsu, the training does not include insurance. It will be the responsibility of the participant to take out at his/her owns cost all relevant insurance (including but not limited to health and travel insurance, insurance for theft, loss and damage to property) which may be required or prudent to obtain. The participant must hold a current and valid passport and any other relevant travel documentation (e.g. visa) required for travel to and entry to destination of the training.

c. MODIFICATIONS

Fujitsu reserves the right to change the contents, the location or the time of training courses, to cancel them or to substitute the instructor if necessary, for example if only an insufficient number of participants registered for a training course. Any cancellation on participant`s side requires either a written notification or a tool-based cancellation, as offered by the FiOLA system directed to the Fujitsu training management organization. The following charges shall become due, depending on the point of time when Fujitsu receives the cancellation notification:

1. Receipt of cancellation 14 days prior to the starting date of the course: no cancellation charge
2. Receipt of cancellation 13 - 7 days prior to the starting date of the course: 50% of the full training fee
3. Receipt of cancellation less than 7 days prior to the starting date of the course: 100% of the full training fee
4. No-show without justified reason: 100% of the full training fee

The participant shall have the right to name a replacement participant before the start of training. This change shall be free of charge.

d. PRICES AND INVOICING

The training fee is made visible in FiOLA and shall be in Euro, exclusive applicable VAT and other taxes, levies and custom charges. The training fee shall become due 14 days upon receipt of a respective invoice. Please note that Fujitsu is allowed to ask for a pre-payment at Fujitsu discretion. In case of a pre-payment, the successful registration for a training course does also require the timely receipt of the full payment fee, as set out in the invoice, by Fujitsu. In case of cancellation by you, a cancellation fee shall be agreed, as set out in section 2c above. The only partial attendance of a training course for reasons attributable to the participant shall not justify a reduction of the training fee. The participant is entitled to offset claims or exercise any right of retention only in connection with counter-claims that have become res judicata or are not contested by Fujitsu

3. Accessibility of the Fujitsu Training Academy "FiOLA"

In the interest of reliability, safety and security and with a view to the binding character of registrations and transactions carried out via the Fujitsu Training Academy "FiOLA", only registered participants may access certain sections. Fujitsu reserves the right to deny registration and/or access to any potential participant at its sole discretion.

Registration shall only be possible under your true name and data. If and when such information changes over time, you shall update such information without undue delay.

You acknowledge that Fujitsu expressly excludes any liability for the continuous availability of the Fujitsu Training Academy "FiOLA" and/or its sub-pages. Fujitsu additionally reserves the right to stop operating and/or providing fully or partially the Fujitsu Training Academy "FiOLA" or limit the access to it at any time and without further notice.

4. Use of the Fujitsu Training Academy „FiOLA“ and the Content and Information provided

All information made public by Fujitsu in the Fujitsu Training Academy „FiOLA“ and the respective training courses will be provided for successfully registered participants only. You may use and document the offered information for your own needs in business context. Any other use of the information is only permitted with prior consent of Fujitsu.

With regard to exams conducted within the Fujitsu Training Academy "FiOLA" (e.g. as part of a training activity or certification), you acknowledge that any and all information and material related to such exams, in particular any information on questions and answers, are provided to you as confidential information only for your own personal use and for the sole purpose of performing such exams, and you agree, in addition to any other confidentiality obligation, that you will not disclose any information or material related to such exams, in particular any information on questions and answers, to any other person or organization.

Fujitsu specifically draws attention to the fact that all pages, contents and information of the Fujitsu Training Academy „FiOLA“ or the training content, can be subject to protective rights, in particular to copyright of third parties or Fujitsu. This particularly applies to texts, images, graphics, sound, video or animation files as well as to any material related to exams (whether in electronic or other form). The replication or use of such pages (or parts thereof) in other electronic or printed publications and their publication (including the Internet) is only permitted upon prior written approval of Fujitsu.

All trademarks and brand names that are mentioned in the Fujitsu Training Academy „FiOLA“ or the content of the training courses are possibly protected by third parties, unrestrictedly subject to the provisions of the respective valid labeling act and the ownership rights of the registered owners. The fact that a trademark has merely been named in the Fujitsu Training Academy „FiOLA“ or the training content should not imply that trademarks are not protected by the rights of third parties or of Fujitsu.

As far as the information originates from a third party, it has been adopted without any alteration, unless indicated otherwise. Every participant is responsible to check whether the information provided is correct, complete, and/or up to date. Fujitsu's liability for any damages due to incorrectness, incompleteness, or missing actuality of the information supplied as well as any liability for damages resulting out of any possible misinterpretation of the supplied information by the participant, shall be limited to gross negligence or intentional behavior of Fujitsu.

5. Links / Contents and Information of Third Parties

The Fujitsu Training Academy „FiOLA“ or the training content may contain links and references to the web pages of third parties. Fujitsu shall have no liability for the contents of such web pages and does not make representations about or endorse such web pages or their contents as its own, as Fujitsu does not have control over the information or contents on such web pages. Neither shall Fujitsu be liable for the quality, correctness, nor completeness of any third party information expressly provided on the Fujitsu Training Academy „FiOLA“ as third party information, including any information supplied by any of the partners.

6. Content Download and Export Control

If the training content is software which is offered for download by Fujitsu, any and all use of such software shall be subject to the relevant license conditions of the legitimate supplier or manufacturer (license agreement). Participant must not install such software, before or without accepting the relevant licensing terms and conditions provided. Fujitsu is not liable for damages, which result directly or indirectly from using downloaded data file.

The export of any training content, as well as of technical know-how and/or service/product documentation may require - for example on account of their destination, nature or purpose - official or government approval. As far as such content is destined for performance abroad, and/or content is destined for export, you and Fujitsu shall cooperate in providing information on request as necessary to obtain any required licenses and approvals in accordance with the valid export control regulations of the Federal Republic of Germany, the European Union (EU), the United States of America (USA) or any other affected country.

Where relevant you will take reasonable measures to verify and assess your duties and obligations in relation to foreign trade and payments to foreign countries. Upon request, you will demonstrate such inspection measures to Fujitsu in detail.

Exports and re-exports of training content in conjunction with these Terms and Conditions may not be carried out if there are reasons for suspecting that they may be used in connection with chemical, biological or nuclear weapons or for missile technology to be used for such weapons. You shall comply with the corresponding sanction lists issued by the European Union, the German Federal Government, US export authorities or any other relevant country, e.g. European Sanctions List, Denied Persons List as well as any other valid advisory notices from the appropriate authorities as amended from time to time.

An infringement of the provisions in this section shall be considered as a fundamental breach and you shall be exclusively liable for any resulting damages.

Shipments and services (the fulfilment of contract) shall be under the proviso that fulfilment is not being restricted by any national or international regulations, particularly export control regulations and embargoes or any other restrictions. Delays caused by export checks or licensing procedures shall override any lead times or deadlines stipulated. If any required licenses items cannot be obtained, the contract shall be considered as not concluded regarding the items in question; because of this and of above-mentioned transgression of deadlines, any claims for damages shall be excluded.

You acknowledge that Fujitsu relies on the export control information and any false or incomplete information you have provided may cause serious damage and/or breaches of export control laws for which you and your employer will be held liable.

7. Important Notice on Computer Viruses

Although Fujitsu makes every endeavor to keep the Fujitsu Training Academy „FiOLA“ free from viruses, Fujitsu cannot provide any warranty or guarantee that it is virus-free. You shall, for your own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any content.

8. Rules on Password Use and Responsibilities

It is within the participant's sole responsibility to secure any passwords and avoid any misconduct as regards the use of such passwords that he might have received for the use of the Fujitsu Training Academy „FiOLA“ and its sub-pages. In case you should discover that your password has unintentionally been made accessible to any unauthorized and/or third party or that there might exist any danger of misuse, you shall immediately inform Fujitsu. Fujitsu shall then take measures to block the respective password and to deny access to the respective participant / participant ID without undue delay. For the blocked participant, access will only be possible after a participant's application to Fujitsu to have the participant ID unlocked or upon new registration. Notwithstanding the above however, Fujitsu shall not be liable in contract, tort or under any legal theory that might be considered to be applicable, for any damages resulting from the any abuse of any personal passwords, unless such abuse was caused through the intentional or gross negligent behavior of an Fujitsu employee or a third party acting on behalf of Fujitsu. In addition, Fujitsu reserves the right, at any time and without having to indicate any specific reasons, to cancel or limit the participant's right to access the password-protected area by blocking its participant data. Every participant has the responsibility to keep his/her personal login data safe. The participant-login and password are not transferable.

In addition, while accessing and or using the Fujitsu Training Academy „FiOLA“ and its content you shall ensure not to engage in any of the following activities:

1. Breach public morality in its manner of use;
2. Violate any intellectual property right or any other proprietary right;
3. Upload any contents containing a virus, so-called Trojan Horse, or any other program that could damage data;
4. Transmit, store or upload hyperlinks or contents to which the participant is not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations or unlawful; or
5. Distribute advertising or unsolicited e-mails (so-called "spam") or inaccurate warnings of viruses, defects or similar material and the participant shall not solicit or request the participation in any lottery, snowball system, chain letter, pyramid game or similar activity.

Fujitsu shall not be liable for any damages, which result from any misconduct of the participant with the information supplied.

9. Limitation of Liability

Fujitsu shall not be liable for a specific, individual success of the training and whether the individual participant puts the contents of training to good use. The contents of training courses shall reflect the state of the art at the time of the training. If the training documents contain errors, Fujitsu shall have the right to rectify them. Fujitsu cannot warrant that the provided training content also applies without any changes to future hardware or software releases. Fujitsu shall be liable unlimited where Fujitsu' liability is mandatory at law e.g. for personal injury or in case of gross negligence. Any liability of Fujitsu arising out of slight negligent breaches of any fundamental contractual obligations shall be limited to the typical and foreseeable damage. In case of property damages Fujitsu' liability shall be limited to EURO 25.000,- per incident . Any further liability for claims, for whatever legal reasons, in particular for damage to or loss of other property or equipment, business interruption or lost revenue, profits or sales, loss of information and data or for any special, incidental, punitive, indirect or consequential damages and unavailing expenses shall be excluded. The above conditions are not meant to change the burden of proof to the detriment of the participant.

10. Data Privacy

a. GENERAL

Any and all use of the Fujitsu Training Academy „FiOLA“ is subject to the Fujitsu Privacy Policy (see [here](#)). Based on this Fujitsu undertakes and agrees to comply with all applicable requirements under an applicable law on data protection or data privacy, including (when applicable) the General Data Protection Regulation (EU) 2016/679, including any applicable amendment, re-enactment or replacement of it from time to time (“GDPR”) and any applicable EU Member State implementation laws of it. We expect that you will only collect, process and transfer to Fujitsu own personal data, such as name, company, department and e-mail address (“Personal Data”) as is necessary to perform the relevant service and comply with all applicable legal requirements.

b. PURPOSE

Fujitsu shall only use the transferred data in order to perform the relevant service or as well as anonymously for evaluations and quality assurance measures.

The Personal Data that we are storing in our systems are the data that you provide during your registration, i.e. name, surname, email address, position and company. We may also collect demographic information, such as your business or company information and preferences. Forms that you choose to complete will indicate which information requested is mandatory or voluntary.

In order to offer you a more consistent experience in your interactions with Fujitsu, information (including Personal Data) collected through one source may be combined with information Fujitsu obtains through other sources. We may also supplement the information we collect with information obtained from other parties, including our contractually authorized third parties, e.g. distributors or technology partners.

Fujitsu uses your Personal Data to:

1. Deliver the Services and support or carry out the transactions you have requested;
2. Customize, analyze and improve our Services, technologies, communications and relationship with you;
3. Process and respond to any complaint made by you;
4. Prevent fraud and other prohibited or illegal activities;
5. Or otherwise, as disclosed to you at the point of collection.

Fujitsu shall save the personal data of the participant for such purposes and shall delete any such data if it is no longer required or becomes obsolete.

Please note: With registration to a training, you explicitly agrees that your company's and your personal name can be published on the training participant list and as such be shared with other training participants.

c. SUBCONTRACTORS

Fujitsu may engage sub-contractors (i) for the services provided within Fujitsu Training Academy “FiOLA”, e.g. to register participants at hotels, event centers, with training partners etc. (ii) to work anonymously for purposes of statistical evaluation and quality assurance, or (iii) where agreed, as sub-processors for the processing of Personal Data in accordance with Article 28 para. 4 GDPR. Such subcontractors may be located outside of the European Economic Area).

To the extent Fujitsu relies on the services of subcontractors for the processing of Personal Data, Fujitsu shall remain responsible for the performance of all its obligations under the dedicated service. In any case, when employing subcontractors for deliveries or the performance of services, Fujitsu is obliged to impose the appropriate obligations as per these Terms and Conditions also on the subcontractors.

Please note that Fujitsu in particular cooperates with Fujitsu Technology Solutions Sp.z o.o in Poland and with Fujitsu Consulting Services Ltd in India.

By your registration and by accepting these Terms and Conditions you explicitly agree that Fujitsu can record, store, process the personal data entered during the registration process (name, address, telephone number, e-mail address or other personal data voluntarily submitted by the participant) for these subcontractors as well as that such data may be used by Fujitsu or a commissioned third party (in particular, companies within the Fujitsu Group, their partners or other contractually commissioned third parties) in order to handle the registrations and run the training. The personal data of the participant shall be transferred, where applicable, to these third parties and/or otherwise made accessible to such. In particular, you acknowledge and agree according to Art. 49.1 GDPR, that such subcontractors or commissioned third parties who process your personal data, have their registered seat outside of the European Economic Area, for example in the United States of America. In such cases it can also be possible that your personal data are transferred to local authorities for administrative purposes.

The participant can revoke this agreement with FUJITSU at all times via an e-mail to training@ts.fujitsu.com and do so without specifying any reason(s) and demand that the corresponding data is deleted correctly or disabled for any further usage.

Should the participant revoke her/his agreement, FUJITSU must no longer use the corresponding personal data from that moment onwards. If disadvantages for the participant should thus arise, the participant cannot derive any legal claims against FUJITSU. The participant's revocation of any approval shall also be deemed as the participant's withdrawal from the training.

d. SECURITY

Please inform Fujitsu without undue delay, but in any event within 48 hours, after you become aware of any breach of the obligations under these Terms and Conditions for the Fujitsu Training Academy "FiOLA" or any breach of security leading to an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data. Please provide such information and documentation as well as access to facilities and records as Fujitsu may reasonably require reviewing and audit compliance with your obligations under these Terms and Conditions.

11. Jurisdiction / Applicable Law

Fujitsu makes no representation that information on the Fujitsu Training Academy „FiOLA“ and the dedicated training, are appropriate or available for viewing or downloading at locations in other countries world-wide. Any and all participants are themselves exclusively responsible for compliance with all applicable local laws. Access to the Fujitsu Training Academy „FiOLA“ and the dedicated training from countries, where such content is unlawful is expressly prohibited.

These Terms and Conditions shall be governed by German law. The application of the United Nations Convention on the International Sale of Goods (CISG) shall be excluded. Place of jurisdiction for all disputes arising out of or in connection with these Terms and Conditions or any agreement governed by them shall be Munich, Germany.

12. Compliance/ Ethical Standards

Fujitsu is committed to an ethical and responsible conduct in its business operations, which respects the rights of the individuals and the environment. At a minimum Fujitsu requires you to comply with all applicable laws and regulations applicable to its business. You shall especially:

1. Ensure not to abuse/use our trainings for any direct or indirect activities infringing the applicable cartel and competition law and regulations;
2. Comply with all applicable foreign trade laws and export control regulations as well with the corresponding sanction lists and anti-money-laundering laws and regulations.

In the event of a failure to comply with any provision of this section, you shall notify Fujitsu immediately in writing. You agree to keep accurate books, accounts, records, contracts, invoices, emails and other electronic files and accompanying documentation (collectively, hereinafter "Documents") in connection with the transaction(s) contemplated by you and Fujitsu and in connection with any other business transactions involving you and Fujitsu. Fujitsu reserves the right to audit the Documents by itself or by outside auditors acting on Fujitsu's behalf, upon notice. You agree to fully cooperate in any such audit.

Fujitsu may terminate any agreement with you (including your use of the Fujitsu Training Academy „FiOLA" and its subpages), if it has a good faith to belief that you have breached, or have caused a breach of the provisions of this section. Fujitsu will not be liable for any claims, losses, or damages arising from or related to failure by you to comply with the provisions of this section or related to the termination of any agreement between you and Fujitsu because of an infringement of the provisions of this section. You shall indemnify and hold Fujitsu harmless against any claims, losses, or damages caused by a failure of you to comply with the provisions of this section.

Terms and Conditions for the Fujitsu Training Academy "FiOLA",

February 2021