

## **Praesta.com - Terms of Website Use**

### **1 Introduction**

1.1 These terms and conditions (together with the documents referred to and incorporated herein) (the Terms) set out the legally binding terms which apply to everyone who accesses or uses the website at [www.praesta.com](http://www.praesta.com) (the Website). Please read the Terms carefully before using this service. By accessing or using the Website, you accept these Terms and you agree to be bound by them. If you do not wish to be bound by these Terms, you must leave the Website immediately.

1.2 The Website is owned and operated by Praesta Deutschland GmbH. We are a limited company registered in Germany, Amtsgericht Berlin-Charlottenburg HRB 111660 and have our office at Friedrichstr. 12, 10117 Berlin.

1.3 Your privacy is important to us. Please see our [Privacy Policy](#) for details regarding the information we collect and how we use and protect it.

### **2 Accessing and using the Website**

2.1 The Website is provided free of charge and access to the Website is permitted on a temporary basis. We make no guarantee or representation that the operation of the Website will be uninterrupted or error-free. We will not be liable for the consequences of any interruptions or errors on the Website.

2.2 We aim to update our site regularly and may change the content at any time. We reserve the right to withdraw, amend, suspend access to and/or close indefinitely all or any part of the Website without notice and without liability. Any of the material on the Website may be out of date at any given time and we are under no obligation to update such material.

2.3 Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all responsibility arising from any reliance placed on such materials.

2.4 You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms, and that they comply with them. We remind parents and guardians that it is their responsibility to determine whether the content of the Website is suitable for your child.

### **3 Ownership of Materials and Licence Terms**

3.1 We are the owner or the licensee of all intellectual property rights in our Website and in the material published on it. Those works are protected by copyright, trade mark and other intellectual property rights and laws throughout the world.

3.2 You may print off one copy, and may download extracts, of any page(s) from our Website strictly for your own personal use provided you do not alter or remove any copyright, trade mark or other proprietary notices.

3.3 You must not and undertake not to:

- (a) distribute, publicly display, modify, sell or otherwise commercially exploit in any manner any materials on our Website without our express prior written consent;
- (b) establish a link to our Website from any other website, intranet or extranet site, without our express prior written consent;
- (c) do anything that will or may interfere with, disrupt, damage or impair the Website or our provision of services;
- (d) infringe the rights of any other person, firm or company;
- (e) use our Website to transmit, upload or distribute any material that contains viruses or anything similar;
- (f) attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website;
- (g) attack the Website via a denial-of-service attack or a distributed denial-of-service attack;
- (h) frame or use framing techniques to enclose any material on the Website or any part of it;
- (i) use the Website in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect; and/or
- (j) upload, use or submit any information to our Website which does not comply with any law and/or which does not comply with the provisions of our [Acceptable Usage Policy](#).

3.4 You are prohibited from de-compiling, reverse engineering, disassembling, or otherwise reducing the code used in any software on our Website into a readable form. You are prohibited from circumventing or attempting to circumvent any of our or our group of companies security safeguards.

### **4 User names and passwords**

4.1 If you choose, or you are provided with, a user identification code or password as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. If you become aware of any unauthorised use of your password, you must change your password by

We are a member of the European Mentoring & Coaching Council (EMCC) and subscribe to the EMCC Code of Ethics (see [www.emccouncil.org](http://www.emccouncil.org)). The EMCC exists to promote good practice and the exploration of good practice in mentoring and coaching across Europe.

visiting the applicable page of our Website.

4.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

## 5 Uploading material to the Website

5.1 Whenever and each time you make use of a feature that allows you to upload material to the Website, or to make contact with other users of the Website, you must comply with the content standards set out in our [Acceptable Usage Policy](#). You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

5.2 By uploading any material onto the Website, you acknowledge and agree that such material is non-confidential and non-proprietary, and you hereby grant to us the irrevocable right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose any and/or all details regarding your identity to public authorities and/or any third party who claim that any material posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.

5.3 Praesta is under no obligation to pre-screen or monitor information or comments posted on this website and as such, we do not guarantee or take any responsibility for the accuracy, quality or integrity of such content posted by you or any other user of the Website.

5.4 We have the right to remove any material or posting you make on our Website if, in our opinion, such material does not comply with the content standards set out in our [Acceptable Usage Policy](#).

## 6 Linked websites

6.1 Where our Website contains links to other sites provided by other members of the Praesta network or third parties, these links are provided for your information only. We have no control over the contents of those sites, and accept no responsibility for them or for any loss or damage that may arise from your use of them. Your use of such websites is at your own risk and is subject to their separate terms and conditions (if any).

6.2 For the avoidance of doubt any links to the websites of other members of the Praesta network are for reference only. All members of the Praesta network are independent of each other and do not have any authority to negotiate, bind or commit any other Praesta firm in any way to any person.

## 7 Limitation of liability

7.1 We make no promises, warranty or representations, in relation to the content of the Website whether express or implied, arising by law or otherwise, including but not limited to implied promises or conditions of completeness and accuracy.

7.2 To the fullest extent permitted by law, we hereby expressly exclude:

(a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;

(b) any liability for any direct, indirect, special or consequential loss or damage of any kind, howsoever caused, incurred by any user in connection with our Website or any materials posted on it or any websites linked to it.

7.3 You will indemnify and defend us our group of companies, affiliates, officers and employees from and against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these Terms, any use of the Website by you or any other act or omission by you.

7.4 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, or other proprietary material due to your use of the Website.

7.5 Nothing in these Terms affects our responsibility for any liability which cannot be excluded or limited under applicable law.

## 8 General

8.1 We reserve the right to investigate any suspected non-compliance with these Terms. If we believe that a violation of these Terms (or any of the rights identified in these Terms) has occurred, we may suspend or bar your access to the Website or take such other corrective action as we deem appropriate.

8.2 We may process information about you in accordance with our [Privacy Policy](#). By using our site you consent to such processing and you warrant that all data provided by you is accurate.

8.3 Notwithstanding anything to the contrary, we reserve the right to revise these Terms from time to time in our sole discretion and without notice. Amendments will take effect when posted on the Website. Please check the Website and (in particular) this page regularly to take notice of any changes we make, as they are legally binding on you. If you access or use the Website after any amendment to these Terms has taken effect, you hereby agree to be bound by the updated version of these Terms.

8.4 Each provision of these Terms shall be severable and distinct from the others. If a provision of the Terms is held to be illegal, invalid or unenforceable, in whole or in part, it is intended that the legality, validity and enforceability of the remainder of the Terms shall not be affected.

We are a member of the European Mentoring & Coaching Council (EMCC) and subscribe to the EMCC code of ethics (see [www.emccouncil.org](http://www.emccouncil.org)). The EMCC

8.5 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Website. These Terms are governed by English law.

**9 Contact us**

If you have any comments, questions or complaints about Praesta Deutschland GmbH, or any aspect of our services please contact us at our registered office, Friedrichstr. 12, 10117 Berlin.

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Thank you for visiting [www.praesta.com](http://www.praesta.com).