

SAP Switzerland Education Online E-Learning Products

THE BEST-RUN E-BUSINESSES RUN SAP



SAP Education Online E-learning Products Terms and Conditions

SAP Education Online e-Learning Products commercial and legal terms and conditions.

- Commercial terms:

By submitting an order for SAP Education Online e-Learning Products (Online Products), you are confirming your agreement and acceptance of the following terms and conditions. The course descriptions can be viewed, prior to booking at www.sap.ch/education to enable the Customer to choose the most appropriate course(s).

Once the order for Online Products is received by SAP's Education Department, there are no refunds or cancellation. All sales are final.

A confirmation of your order will be provided to the contact identified in the order form, or to the registrant for online registration.

Once access is established, an access notification will be provided to the contact identified in the order form or the registrant via fax or e-mail.

If you have any difficulties with the access, follow the instructions contained in the access notice.

Refer to the acceptable payment methods listed in the Training Policies under Payment Options. Payment terms for purchase order customers are immediate. Access to the e-learning product will be activated within 10 working days of receipt of invoice payment. Access duration will be 6 months from the date the original access is established.

- General terms and conditions:

These Terms and Conditions shall take precedence over any Customer terms and conditions as set out on a Purchase Order. The Customer agrees to be bound by these Terms and Conditions by using the products licensed hereunder.

1. Definitions

- "Customer" means the entity whose employees or contractors are licensed to access the Online Products hereunder, and can have the same meaning as "Registrant", "Participant".
- "Employee" means any member of staff of the Customer who is entitled to access the Online Products.
- "Online Products" means any e-learning or other information covering SAP solutions provided under this license. For example, SAP Education e-learning courses, learning maps, SAP library documentation, installation guides, implementation guides, release notes, scheduled workshops, e-learning units, self tests, or other sources.
- "Online Products Registrant" mean employees of the Customer who are licensed under these terms and conditions for Online Products.
- "SAP Software" means the SAP software products licensed to customers by SAP.
- "SAP" means SAP Switzerland Ltd. or SAP AG.

2. Download and access

Access to Online Products is only available online via an Internet connection and it is the responsibility of the Customer to have such Internet connection in place. Online Product participants must have an appropriate user ID to gain access, and all names must be provided to SAP as needed.

Delivery shall be considered to be complete when SAP provides the Customer confirmation of access by fax or e-mail ("Delivery"). The quoted net license fees or prices do not include customs duties, taxes or any other official import charges.

The Customer shall check the Online Products for completeness and notify SAP immediately in the event the Online Product is incomplete.

If the Customer experiences difficulty in accessing the Online Product, all support services are provided as stated in the access notification documentation.

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Customer acknowledges that Customer requires Internet access. Certain Online Products, not all, may provide a restricted download capability. As soon as the Customer opens the file through the Customer's PC, the copy protection key is validated through the Internet, and Customer can access the Online Products. Customer acknowledges that once the key is validated, the file shall not be copied by or on behalf of the Customer to another PC.

3. Intellectual property

Every person using Online Products Material or SAP Software must be licensed under these terms and conditions for accessing, downloading, or using the Online Products or SAP Software. Employees and others who have access to the Online Products or SAP Software must be informed of SAP's copyright and rights of authorship and their duty to conform to the copyright laws. Customer shall carefully safeguard the Online Products that have been made available to the Customer or Online Products Registrants, to prevent their misuse. Customer is permitted to use the Online Products and SAP Software only for its own internal training purposes and only for those who have licensed the Online Products. The SAP Software and Online Products are confidential and proprietary information of SAP and customer agrees not to disclose this information to any third party or use such information except as expressly permitted herein.

Customer acknowledges that SAP shall be entitled to seek injunctive relief for any breach of this agreement by Customer from which irreparable harm would ensue.

Customer acknowledges that it is illegal and a violation of this license agreement to copy or distribute Online Products, SAP Software download/online products, links, S-Users, or passwords among non-licensed persons.

In the event Customer breaches any provision of this agreement and fails to cure such breach within ten (10) days after receipt of written notice from SAP, SAP shall have the right to immediately terminate this agreement and Customer's license to use the products licensed hereunder. Upon any such termination, Customer shall immediately cease use of such products, delete and destroy any tangible or electronic embodiments of such information in its possession, and certify in writing to SAP that the foregoing has been completed.

4. Return orders

Customer shall have no right to return documentation provided for view or downloading.

5. Updating and support of content

SAP reserves the right to change the Online Products from time to time due to obsolescence or to correct known issues with the product. The Online Products may be updated with new products or new solution releases. The Customer's license is provided for the Online Product in effect at the time of order placement. The Customer is not entitled to any future product releases but can elect to purchase the new product for an additional fee.

Support is available as per the access confirmation in the event an Online Products Participant is having difficulty with accessing the content only, but not for questions about the SAP Software or other consulting/training type advice. Coaching, training, or ask-the-expert type support on SAP solutions or solution releases is available separately from SAP and may be offered for an additional fee.

The Online Products do not include access to development or sandbox systems.

6. Reservation of title

Delivered SAP Software and Online Products remain the property of SAP and all title to the SAP Software and Online Products content remain with SAP. Customer only receives a license to use the Online Products pursuant to the terms hereof.

7. Defects, warranty, and liability

SAP does not warrant the accuracy or completeness of Online Products, any links or the information, text, graphics, links, or other items contained within Online Products available through access. SAP AND ITS LICENSORS DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

SAP assumes no responsibility for errors or omissions in the Online Products. It is the Customer's duty to verify such information.

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SAP's entire liability to customer or any other party for any breach of the terms of this agreement will be the refund of the fees paid for the use of the online products. SAP SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION DIRECT, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR OTHER FINANCIAL LOSS, THAT MAY RESULT FROM THE USE OF THE ONLINE PRODUCTS TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL SAP'S LIABILITY TO CUSTOMER OR ANY OTHER PARTY EXCEED, IN THE AGGREGATE, THE FEES PAID FOR THE USE OF THE ONLINE PRODUCTS. Where SAP's liability is excluded or limited, this also applies to the personal liability of SAP's employees, representatives, and people performing duties on SAP's behalf.

With respect to material defects in the Online Products, and as Customer's sole remedy for any material defect in the Online Products, SAP in its sole judgment, may decide to eliminate such material defects or make a replacement delivery or, by indicating a reasonably acceptable way to avoid the impact of such material defect.

All claims against SAP are barred after a period of one year from the date the claim arose.

8. Data protection and privacy

SAP uses secure technologies to protect Customers' personal data. The Customer agrees to the collection, processing, and use of its personal data to the extent necessary for processing the order. SAP may use Customers' postal and e-mail addresses for promotions (for example, invitations to events, product news, and registration in SAP's customer database).

However, SAP uses opt-in procedures for its promotions where the receiver expressly agrees in advance to receive information. In any case, SAP allows the recipient to opt out of a mailing list at any time.

9. Applicable law and place of jurisdiction

The country location of the SAP office providing this license shall be the applicable law and place of jurisdiction.

10. Entire agreement

The SAP Switzerland Education Online E-Learning Products Order Form and these general terms and conditions for Online Products constitute SAP's and Customer's entire and complete agreement concerning the subject matter hereof.