Terms and conditions of LeanActivity GmbH

1. Scope

(1) These terms apply to all contracts between LeanActivity GmbH, Braunstr. 5, 81545 Munich, Germany (“LeanActivity”) and the customer for the LeanActivity Online Game (sections 4 to 8), for physical game kits such as the Factory Game and the Office Game (sections 9 to 11) and for on-site training (section 12). Sections 1 to 3 and 13 to 16 apply to all of them.

(2) The offer is directed at businesses within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. If a consumer orders, the mandatory statutory consumer rights remain unaffected.

(3) Deviating terms of the customer only apply if LeanActivity expressly agrees to them in text form.

2. Conclusion of contract

(1) The presentation of products and prices on the website is not a binding offer.

(2) Game kits can be ordered in the online checkout. By completing the checkout, the customer submits a binding order. The contract is concluded when LeanActivity confirms the order in text form or ships the kit.

(3) Online Game plans and on-site training are booked by accepting a quote from LeanActivity or by an order that LeanActivity confirms in text form. A quotation request via the website is not yet binding.

(4) Anyone who orders for the customer warrants that they are authorised to do so.

3. Prices and payment

(1) The prices stated on leanactivity.com or in the quote at the time the contract is concluded apply. Unless stated otherwise, prices are net prices; statutory VAT is added where applicable.

(2) For game kits, the shipping costs are shown in the checkout before the order is completed. Payment is made with the payment methods offered in the checkout.

(3) Invoices are payable within 14 days without deduction, unless the quote states otherwise.

4. Online Game: services

(1) LeanActivity provides the Online Game as browser-based software over the internet (software as a service). No installation is required.

(2) The plans differ in the number of players at the same time and in the solo games with certificate included per year: Starter with 5 players and 100 solo games, Team with 10 players and 250 solo games, Enterprise with 20 players and 500 solo games. Trainings and different participants are unlimited in all plans. The scope follows from the booked plan, the quote and the description on leanactivity.com at the time the contract is concluded.

(3) Trainers get a personal account by invitation. Participants join a workshop with a code and a display name, or play solo with a personal code, without an account.

(4) LeanActivity may develop and change the game, provided the core functions owed under the contract are preserved and the change is reasonable for the customer.

5. Online Game: billing periods, term and termination

(1) When booking, the customer chooses a billing period: monthly, 1 year or 3 years. Monthly plans are invoiced monthly in advance and 1-year plans yearly in advance. 3-year plans are invoiced as stated in the quote, either in advance for the full term or yearly in advance.

(2) Monthly plans run for one month from activation and renew for a further month unless terminated by the end of the current month. 1-year plans run for twelve months from activation and renew for further twelve months unless terminated with one month's notice before the end of the term. 3-year plans run for 36 months from activation and then renew for twelve months at a time at the yearly price then in force, unless terminated with one month's notice before the end of the term.

(3) Upgrading to a higher plan is possible at any time; the difference is charged pro rata for the remaining term. Downgrades take effect at the end of the current term.

(4) LeanActivity may adjust prices with effect from the next term. It announces this in text form at least two months in advance; the customer may then terminate at the end of the current term. For 3-year plans, the agreed price applies for the full 36 months.

(5) If the customer is more than 30 days in arrears despite a reminder, LeanActivity may suspend access.

(6) The right to terminate for good cause remains unaffected. Notice of termination must be given in text form; email is sufficient.

6. Online Game: rights of use and customer obligations

(1) For the term of the contract, the customer receives the non-exclusive, non-transferable right to use the Online Game within the booked plan for trainings run by its trainers.

(2) Trainer accounts are personal and must not be shared. The customer keeps access data and codes secret and informs LeanActivity without undue delay if misuse is suspected.

(3) The customer informs its participants and, where required, involves its works council. Special categories of personal data (Art. 9 GDPR) must not be entered, for example in display names.

(4) The customer refrains from attacks on the game, automated mass requests, reverse engineering and any use that impairs operation.

7. Online Game: availability and support

(1) LeanActivity aims for an availability of 99 % on an annual average. Planned maintenance and disruptions beyond its control, for example on the internet or at infrastructure providers, are excluded.

(2) LeanActivity installs updates when no workshop is running and announces planned maintenance in advance where possible.

(3) Support is provided by email on working days in Germany.

8. Online Game: data protection and end of contract

(1) LeanActivity processes the personal data in the Online Game on behalf of the customer. The data processing agreement (DPA) at leanactivity.com/avv forms part of the contract.

(2) The game does not store results of individual people, and there is no export of results. Workshop sessions are deleted after the workshop, saved solo games and the names at the codes 30 days after the run ends.

(3) When the contract ends, LeanActivity deletes the trainer accounts. Certificates already issued stay verifiable for 3 years after issue, unless the customer instructs earlier deletion. The details are set out in the DPA.

9. Game kits: delivery

(1) LeanActivity delivers to the address stated in the order. Shipping costs and the expected delivery time are shown before the order is completed; delivery times are approximate unless expressly agreed as binding.

(2) The risk passes to the customer when the kit is handed over to the carrier.

(3) The kit remains the property of LeanActivity until paid in full.

(4) The customer inspects the delivery without undue delay and reports visible defects and transport damage in text form.

10. Game kits: returns and defects

(1) The return policy at leanactivity.com/return-policy applies: unused kits in their original packaging can be returned within 30 days of delivery.

(2) The statutory rights in the event of defects apply. The voluntary right to return does not restrict them.

11. Game kits: rights of use

(1) The customer may use the kit for any number of trainings it runs itself, also with changing participants.

(2) The game design, the materials and the instructions are protected by copyright. Copying them, producing replicas or running trainings with copies requires LeanActivity's prior consent in text form.

12. On-site training

(1) Content, date, location, number of participants and travel costs follow from the quote.

(2) The customer provides a suitable room and the equipment agreed in the quote.

(3) Changes of date are made by agreement. The cancellation terms stated in the quote apply.

13. Liability

(1) LeanActivity is liable without limitation for intent and gross negligence, for injury to life, body or health, under the Product Liability Act and to the extent of any guarantee given.

(2) In cases of slight negligence, LeanActivity is only liable for breach of material contractual obligations, meaning obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose fulfilment the customer may regularly rely. Liability is then limited to the typical, foreseeable damage and, for the Online Game, to no more than the fees paid by the customer in the last twelve months.

(3) Liability under Art. 82 GDPR remains unaffected.

14. Confidentiality and references

(1) Both parties treat confidential information of the other party as confidential, also after the end of the contract.

(2) LeanActivity only names the customer as a reference with the customer's prior consent.

15. Changes to these terms

LeanActivity may change these terms for running Online Game contracts with effect for the future if there is a valid reason, such as a change in the law or new features, and the customer is not unreasonably disadvantaged. It informs the customer in text form at least six weeks in advance. If the customer does not object within this period, the changes are deemed accepted; LeanActivity points this out in the notice. If the customer objects, either party may terminate the contract as of the date the changes take effect.

16. Final provisions

(1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.

(2) The place of jurisdiction is Munich if the customer is a merchant, a legal entity under public law or a special fund under public law.

(3) Amendments and additions must be made in text form.

(4) If a provision is invalid, the remainder of the contract stays effective.