

Terms of use and licensing for subject content and webinars

1. Scope, user groups

1.1 Scope, subject matter, definitions

1.1.1 These Terms of use and licensing for subject content and webinars (hereinafter: “terms of use and licensing”) apply to all subject content and webinars provided by Reusch Rechtsanwaltsgesellschaft mbH (hereinafter: “Reusch Rechtsanwälte”, “reuschlaw” or “we”) – either alone or, depending on the individual case, in cooperation with a partner¹ – and to your (hereinafter: “you”, “user”) participation in our webinars (we and you hereinafter collectively referred to as the “contracting parties”).

1.1.2 The subject content includes, in particular, checklists, guidelines, working aids, drafts, templates, presentations, recordings of events (where provided) and other accompanying documents.

1.1.3 These webinars include, in particular, events such as reuschlaw Updates or reuschlaw Talks, online workshops and similar online events.

1.1.4 The webinar content includes, in particular, the information and materials provided in connection with a webinar – whether in advance, during the webinar or afterwards – such as presentations, event recordings (where applicable), one-pagers and other accompanying materials.

1.1.5 The user confirms that, for the purposes of these terms of use and licensing, he is acting as an entrepreneur or is acquiring the subject matter of the service for his associated company or organization.

1.2 User groups

1.2.1 Free users are those to whom our subject content is made available free of charge or whose participation in our webinars is free of charge. This includes clients and representatives of companies, associations or public bodies.

1.2.2 Paying users are those who are only granted access to our subject content or permitted to take part in our webinars upon payment of a fee. This includes external consultants, such as law firms or consulting companies.

¹ To improve readability, we have avoided using the masculine, feminine and diverse (m/f/d) forms simultaneously. All references to people apply equally to all genders.

2. Registration, conclusion of contract

2.1. Registration

2.1.1 To register to get access to subject content or to take part in a webinar, the user has to complete the contact form on our website, providing the contact details requested, as well as billing details for paying users.

2.1.2 If the number of participants in a webinar is limited, registration will be considered in the order in which we receive them.

2.1.3 By registering, the user confirms that he expressly accepts these Terms of Use and licensing.

2.2 Conclusion of contract

2.2.1 The contract for the provision of subject content or for participation in the webinar is only concluded once we have sent a separate order confirmation by email.

2.2.2 We reserve the right to reject registrations without giving reasons.

3. Free access for free users

Provided that the user meets the criteria for free use as set out in clause 1.2.1, he shall be granted the requested access to the subject content or webinars free of charge, unless expressly agreed otherwise.

4. Paid access for paying users

4.1 Paid provision of subject content and webinars

4.1.1 Where a user meets the criteria for a paying user as defined in clause 1.2.2, the provision of the requested access to the subject content or webinars shall be subject to a charge, unless expressly agreed otherwise.

4.1.2 The amount of the licence fee for subject content provided or the participation fee for webinars is as stated in the relevant details in the specific description on our website.

4.1.3 Unless expressly agreed otherwise, all prices are net prices, i.e. exclusive of any VAT that may be payable.

4.2 Payment terms

Payment is usually made on the basis of an invoice, unless otherwise agreed. Invoices are always sent by email. The amount due is payable upon issue of the invoice. Payment must be made within the payment period specified on the invoice.

4.3 Default of payment

4.3.1 If the user defaults on a payment, interest will be charged on the outstanding amount at a rate of eight percentage points above the applicable base rate. This shall not affect the assertion of any other rights.

4.3.2 In the event of default of payment, we reserve the right to exclude the user from any webinar he may have booked.

4.4 Cancellation, rebooking, substitute participant

4.4.1 You may cancel your participation in the webinar free of charge up to 48 hours before it begins; in this case, the participation fees will be refunded in full. You may rebook your place on the webinar by nominating a replacement participant free of charge up to 24 hours before the webinar begins. After this point, cancellation or rebooking is no longer possible, and the participation fees will not be refunded in such cases.

4.4.2 Cancellations or rebookings must be made in writing, for example by email to marketing@reuschlaw.de. The date of the relevant transmission log or postmark shall be decisive for determining the date of the cancellation or rebooking.

5. Granting of rights to use the content provided

5.1 Rights of use, scope of use

5.1.1 Unless expressly agreed otherwise, upon receipt of the subject content or webinar content in the language version provided, the user is granted a simple right of use that is unrestricted in terms of time and location, and which is non-exclusive, non-transferable and non-sublicensable. Use is permitted solely for the user's own professional, non-commercial purposes or those of their affiliated company or organization.

5.1.2 The user may only use the subject content or webinar content in the manner prescribed by these terms of use and licensing.

5.2 Origin of the right of use

5.2.1 For free users, the right of use comes into effect upon the provision of the relevant subject content or webinar content.

5.2.2 For paying users, the right of use only comes into effect once the agreed fee has been paid in full, unless otherwise expressly agreed. We reserve the right, in individual cases, to grant provisional permission to use the subject content or webinar content provided even before this point in time. However, such provisional permission does not constitute the granting of a right of use.

5.3 Permitted use

The user is entitled to

- use the subject or webinar content provided exclusively for their own professional, non-commercial purposes,
- save and print the subject or webinar content for their own internal use,
- reproduce, distribute and use the subject or webinar content provided within their own company or organization for non-commercial purposes;
- to modify, translate or edit the subject or webinar content provided for their own professional, internal and non-commercial purposes.

5.4. Unauthorized use

5.4.1 Any reproduction, distribution, disclosure to third parties, publication, recording or adaptation other than those specified in clause 5 – including the taking of screenshots or similar actions – is prohibited and requires our express prior written consent.

5.4.2 In particular, it is prohibited, without our prior written consent,

- disclose subject or webinar content, in whole or in part, to third parties,
- publish it or make it publicly available,
- exploit it commercially or use it for consultancy, training or other services provided to third parties,
- pass it off as your own content,
- systematically reproduce it or feed it into document, knowledge or AI systems.

6. Conditions of participation for webinars

6.1 General conditions of participation, login details

6.1.1. The specific webinar schedule (date and time) can be found in the relevant webinar description. The duration of the event given is an approximate figure and may be longer or shorter than stated.

6.1.2 Once the user has registered and their registration has been confirmed, we will email the relevant login details for the webinar in good time before it takes place.

6.1.3. The user is obliged to use the login details for the selected webinar, received by email, exclusively for his own purposes, to keep them confidential and to protect them from unauthorized access by third parties.

6.1.4 The webinars are held online, i.e. via an internet connection. The user must ensure for himself that his internet connection is fast enough to enable him to take part in the webinar.

6.1.5 We accept no warranty or liability for the quality of the webinar broadcast, as this is not part of our webinar service. The user is solely responsible for ensuring that he has all the hardware and software technically required to access the webinar.

6.1.6 The quality of the webinar may vary depending on the device used and is influenced by various factors, such as the available bandwidth or the speed of the user's internet connection.

6.2 Availability, disruption

6.2.1 For technical reasons, we cannot guarantee that the webinars will be available at all times without interruption.

6.2.2 In the event of availability issues, we will do everything in our power to resolve any faults within our sphere of responsibility within a reasonable period of time.

6.3 Rules of conduct

6.3.1 The user must behave respectfully towards the speaker, the other participants and the organizing team.

6.3.2 Disrespectful behavior and offensive or hurtful remarks during webinar communications are prohibited. The user must refrain from behaving in an offensive, defamatory and/or otherwise inappropriate manner during the webinar, in particular from using offensive, derogatory and/or profane language.

6.3.3 Unless we have given our express prior written consent, it is prohibited during webinars to

- make images, audio or video recordings,
- take screenshots, screen captures or screen recordings,
- or to document or disclose chat histories, presentations or other webinar content to third parties.

6.3.4 Our webinars are confidential. Information about other participants must not be disclosed without their prior express consent.

6.4 Postponements, cancellations or changes by reuschlaw

6.4.1 We reserve the right to postpone or cancel a webinar due to an insufficient number of participants or for other technical or organizational reasons. The user will be notified of this in good time. Any participation fees already paid will be refunded in full, provided that attendance on an alternative date is not possible.

6.4.2 Furthermore, we reserve the right to amend, replace or omit individual elements or sections of the webinar, provided that the overall thematic focus of the webinar is maintained. Such changes do not entitle the user to withdraw from the contract or to a reduction in any participation fee paid, insofar as permitted by law.

6.4.3 We are free to choose our speakers. We ensure that the speakers we select are suitably qualified for the specific webinar. Where and to the extent that we have named specific speakers whom we intended to use for a webinar, this reflects the planning status at the time of naming them. There is no entitlement to the use of the named speaker.

7. Copyright, intellectual property

All subject content, webinar content and other materials are protected by copyright. All copyright, trademark and other intellectual property rights remain with us or the respective rights holders. Any rights of third parties to images, quotations, logos or other content and materials remain unaffected.

8. Warranty, liability

8.1 No warranty, no legal advice, no guarantee

The subject content and webinar content provided, as well as the webinars themselves, are intended solely for general information purposes and do not constitute legal advice in individual cases. Although this content has been prepared in accordance with the standards of care customary in the industry, no warranty is given as to its completeness, accuracy, timeliness or suitability for any particular purpose, to the extent permitted by law. The individual descriptions of the subject content and webinars, e.g. on our website, do not constitute a guarantee. A guarantee is only granted if it has been expressly designated as such.

8.2 Limitation and exclusion of liability

8.2.1 We shall be liable without limitation only for damage caused by our willful misconduct or gross negligence, for damage resulting from loss of life, personal injury or damage to health, and in accordance with the Product Liability Act.

8.2.2 In cases of simple negligence, we shall only be liable for a breach of a fundamental contractual obligation, i.e. an obligation the fulfilment of which is essential for the proper performance of the contract and on the fulfilment of which the user may reasonably rely (proper provision of the requested subject content, proper conduct of the webinar); in this case, liability is limited to the foreseeable damage typical for this type of contract (including loss of profit and lost savings).

8.2.3 Furthermore, our liability is excluded.

8.2.4 The aforementioned provisions shall also apply in favor of our legal representatives, employees and vicarious agents.

8.3 Obligation to report any damage

The user is obliged to report any damage immediately in writing, so that we are informed at an early stage and, if necessary, can work with the user to minimize the damage. A breach of this duty to inform may result in a reduction in or exclusion of the claim for damages.

9. Infringement of third parties' intellectual property rights, indemnity

The user shall indemnify us against all risks and claims arising from any improper, incorrect, abusive, breach of contract or unlawful use of the subject content or webinar content provided by the user, their employees or agents. Furthermore, the user is obliged to compensate us for all other losses and expenses incurred by us in connection with any culpable use of the subject content or webinar content provided that is in breach of contract or the law. This indemnity obligation includes the obligation to indemnify us against the necessary costs of legal defense, including all court and legal fees.

10. Consequences of breaches

10.1 Termination of the right of use

In the event of a breach of the terms of use and licensing set out in Clause 5, all rights of use granted under these terms of use and licensing shall immediately cease to be valid and shall automatically revert to us. Any further legal claims remain unaffected.

10.2 Right of exclusion

In the event of a breach of the terms of use and licensing, we reserve the right to exclude the user from the webinar, to withhold the webinar content or to reclaim any webinar content that has already been provided. In such cases, the right to use the webinar content shall lapse. Any further legal claims remain unaffected.

10.3 Deletion or return of content

The user undertakes, in the event of the termination of a right of use, to delete immediately all subject content or webinar content made available to him, as well as all copies thereof. Subject content or webinar content in tangible form must be returned to us or, at our request or in the event of non-acceptance, deleted. The user must confirm to us in writing that he has ceased using the content provided and has removed all copies made thereof.

11. Data protection

Our privacy policy applies. It is available [here](#).

12. Final provisions

12.1 Agents, subcontractors

We are entitled to engage third parties as agents or subcontractors in order to fulfil our contractual obligations.

12.2 Communication

Communication between the contracting parties shall take place primarily by email.

12.3 Other terms and conditions

Any (general) terms and conditions of the user or his affiliated company or organization shall not apply. This shall also apply even if such terms and conditions are not expressly rejected.

12.4 Contract language

The German text of the contract shall be the sole authoritative version governing the contractual relationship within the framework of these terms of use and licensing. Any translation of the contractual documents into a language other than German, where provided, is for information purposes only. No warranty is given as to its accuracy, and the translation shall not be relied upon for the interpretation of this contract.

12.5 Collateral agreements, text form

There are no oral or written side agreements relating to these terms of use and licensing. Any amendments or additions to these terms of use and licensing must be made in writing to be valid.

12.6 Assignment and transfer of rights, set-off

12.6.1 The contracting parties are not entitled to transfer and/or assign their rights under this contract without the prior consent of the other contracting party. Consent may not be withheld provided that the technical and financial capacity of the third party joining the contract is guaranteed. Consent is not required if the legal successor to the transferring party is an affiliated company within the meaning of Sections 15 et seq. of the German Stock Corporation Act (Aktiengesetz (AktG)).

12.6.2 The contracting parties may each set off claims against the other only if such claims are undisputed or have been established by a final and binding judgement.

12.7 Applicable law, jurisdiction

12.7.1 The law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

12.7.2 The exclusive place of jurisdiction for all disputes arising out of or in connection with these terms of use and licensing, including their validity, shall be Berlin, unless otherwise required by law.

12.8 Severability clause

Should any provision of these terms of use and licensing be or become invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such an event, the contracting parties hereby undertake to agree on a replacement provision that most closely approximates the economic purpose of the invalid or unenforceable provision. The same shall apply in the event of any omission in this contract.

As of 25 August 2026