



## **GTC - General Terms and Conditions for Training Courses of AZEK AG**

### **Version August 2021**

#### **1 Area of application**

These General Terms and Conditions govern the contractual relationship between AZEK AG and students of courses and seminars offered by AZEK AG. In the following, "student" refers to both the female and the male form. By registering for a course or seminar, the student agrees to these general terms and conditions and is bound by them.

#### **2 Course and examination requirements**

The student is responsible for registering and fulfilling the applicable admission requirements for the course and for the examination of the training he/she has chosen. AZEK AG shall make a final decision based on the documents submitted as to whether the student fulfills the admission requirements and is admitted to the course. The student is obliged to provide AZEK AG and the examination office with truthful and complete information. Irrespective of AZEK AG's admission decision, the student shall in any case bear sole responsibility for the accuracy and completeness of the information provided.

#### **3 Registration, confirmation, invoicing**

Registration for the course is in writing and is binding for the student. Registrations for the course or individual lessons will be considered in the order in which they are received.

As soon as AZEK AG confirms the student's acceptance into the course and sends the invoice for the course fee, the course contract shall come into force (subject to Clause 7).

#### **4 Course fee**

The course fee is generally due and payable before the start of the course.

Included in the course fees are all teaching materials according to the announcement. Not included are the costs for meals, travel and accommodation, examinations, lectures or modules, etc., unless the course announcement explicitly states otherwise.

The inability to attend classes due to military service, illness, maternity, accident, vacation, workload or any other reason does not entitle the participant to a reduction or refund of the course fee.

#### **5 Access to the teaching material**

Access to the course material shall be granted after payment of the course fee. As long as the payment has not been received by AZEK AG, there shall be no entitlement to access to the course material or to any other services on the part of AZEK AG. If, by way of exception, access to the course material is enabled prior to payment of the course fee, AZEK AG shall be entitled to block this access again at any time and to demand the complete deletion of any course material that has already been downloaded, unless the course fee is paid within a period of grace specified by AZEK AG.

The student is responsible for obtaining the necessary infrastructure to access the digital formats of the course. Access problems caused by technical malfunctions, access restrictions imposed by the employer, etc. shall not give rise to any claim for compensation.

#### **6 Course content and organization**

AZEK AG reserves the right to adapt the content and organization to current requirements within the framework of the objectives of the course. AZEK AG shall decide at its own discretion on changes of lecturers, the timetable, the format and the place of delivery.

In the case of both face-to-face and online teaching, AZEK AG shall be entitled to record the courses with sound and/or images, to store them on its own learning platform and to play them back as part of the current and subsequent course. The choice of the technical solution used for this purpose shall be at the discretion of AZEK AG. To this extent, the students consent to the use of their sound and image rights by AZEK AG.

## **7 Cancellation of courses by AZEK AG**

AZEK AG reserves the right to cancel courses due to an insufficient number of registrations or other circumstances that make it unreasonable for AZEK AG to hold the course. Cancellations will be communicated in good time before the start of the course.

If a course is cancelled, the fees already paid will be refunded to the student. Any compensation for further costs as well as any claims for damages (namely also due to lost profits, loss of opportunities, unrealized savings as well as due to other direct or indirect damages) shall be excluded, unless AZEK AG has caused such costs or damages by gross negligence.

## **8 Deregistration**

AZEK AG must be notified in writing of cancellations prior to the start of the course. In the event of cancellation prior to delivery of the confirmation and invoice from AZEK AG, a flat-rate processing fee of CHF 300 will be charged to cover the costs incurred by AZEK AG. In the event of cancellation later, the entire course fee shall be owed.

Course fees for course modules not attended, for non-attendance or for discontinuation of the course by the student will not be refunded in whole or in part.

## **9 Possibility of exclusion on the part of AZEK AG**

AZEK AG reserves the right to exclude a student from the course on the grounds of unlawful, immoral or disciplinary misconduct. In the event of exclusion, the entire costs of the course as per the course contract and any damages shall be borne by the student.

## **10 Insurance**

It is the student's responsibility to obtain accident, liability, and other insurance.

## **11 Copyright protection**

The students acknowledge and recognize that the content made available on AZEK AG's online learning platform Moodle (documents, audio, audio-visual recordings, videos, communication in the course-related forum, etc.) is protected by copyright, with AZEK AG being entitled to the corresponding copyrights. Students are expressly prohibited from copying, distributing, modifying, or otherwise using this content for any purpose other than their own private use within the framework of the relevant course. Legal action may be taken in the event of infringement (cf. also item 9).

## **12 Privacy**

By registering, the student agrees to the handling and processing of his/her personal data in compliance with the provisions of the Data Protection Act for the purposes of course and examination processing as well as to the sending of subsequent information in connection with vocational training until revoked. AZEK AG undertakes to use all data confidentially and not to pass them on to third parties.

However, AZEK AG is entitled to pass on the data to its parent company, the Swiss Financial Analysts Association (SFAA), and to have the data processed by domestic or foreign subsidiaries on behalf of AZEK AG and in compliance with Swiss data protection regulations. AZEK AG shall also be entitled to pass on the data to the Association of International Wealth Management (AIWM) as well as to other companies or organizations if this is necessary for the provision of the service by AZEK AG, e.g. if more than one company or organization is involved in the implementation of a training course.

Furthermore, the disclosure of data to which AZEK AG is legally obligated (e.g. legal accountability to educational authorities) remains reserved. By signing the registration, the student expressly agrees to these principles.

## **13 Responsibility and Liability of AZEK AG**

AZEK AG is committed to providing participants with high-quality training and to designing it in accordance with the latest professional and pedagogical findings. AZEK AG does not provide any guarantee and is not liable for the student's learning or examination success.

AZEK AG's liability shall in any case be limited to gross negligence and malicious intent (OR 100). Liability for auxiliary persons such as teaching assistants is excluded (OR 101).

## **14 Changes / Additions**

AZEK AG is entitled to amend or supplement these General Terms and Conditions at any time. Amendments or supplements shall be communicated in an appropriate form and shall apply to all students.



#### **15 Severability Clause**

If individual provisions of these General Terms and Conditions or other provisions of the contractual relationship between AZEK AG and the Student are invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The ineffective, illegal or unenforceable part of the contract shall be replaced by the effective, legally valid and enforceable provision whose effects in terms of content come closest to the original intention of the parties.

#### **16 Applicable law / place of jurisdiction**

All legal relationships between AZEK AG and the student shall be governed by Swiss substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

All disputes between AZEK AG and the student shall be subject to the exclusive jurisdiction of the courts at the Swiss registered office of AZEK AG. However, AZEK AG shall remain entitled to sue the student at any other permissible place of jurisdiction.