

# Mendo Ltd.

## Mendoweb

# General Terms and Conditions for Participants (Users)

These General Terms and Conditions for Participants (Users) apply to all offers of **Mendo Ltd.** and the **Mendoweb** platform.

Version: April 2020

## General

**Mendo Ltd.** is a stock corporation under Swiss law with its registered office in Bern. With the purchase of **Mendoweb** services, customers simultaneously accept these General Terms and Conditions for Participants (Users).

Further terms and conditions for corporate customers are regulated in the individual contract between Mendo AG and the corporate customer.

**Mendoweb** is a brand of Mendo Ltd. based in Bern.

**Mendoweb** is a proprietary e-learning platform developed and operated by Mendo Ltd.

**Mendoweb** is accessible exclusively via the Internet ([www.finanz-elearning.ch](http://www.finanz-elearning.ch)) and is not a programme for local download.

## Services

The services provided by **Mendo Ltd.** and **Mendoweb** are aimed at employees of banks, insurance companies and independent financial institutions. The individual face-to-face and online courses as well as webinars mainly cover advisory topics for private financial clients.

The individual course descriptions explain the contents and objectives of the face-to-face and online courses.

## Prices and VAT

The prices of the individual face-to-face, online courses and webinars can be found in the relevant descriptions / announcements. VAT is included in the prices.

## Registration, admission to the course and to the VBV and IAF examinations

As a rule, registration takes place electronically on the homepage.

By registering, the client accepts the General Terms and Conditions for Participants (users).

With his/her registration, the user confirms that he/she has taken note of the conditions for admission to the examinations of the VBV or the IAF. The relevant information can be found on the websites of the two awarding bodies or can be obtained directly from them. The client is responsible for registering for the examination on time. The client is also solely responsible for fulfilling the admission requirements for the examinations.

## Programme and price adjustments

Mendo Ltd. reserves the right to make changes to the programme, descriptions, prices and these General Terms and Conditions for Participants (Users).

## Course Confirmation

Upon request and provided that participation in a face-to-face, online course or webinar has been confirmed, **Mendo Ltd.** will issue a course confirmation. The end of the course must have taken place within the last 12 months prior to such confirmation.

## Confirmation of payment

Upon request and on condition that the payment of the course fee has been received, **Mendo Ltd.** will provide the user with a confirmation of payment of the course fees paid by the participant. However, the end of the course may not be more than 2 years prior to such confirmation.

## Confidentiality and data protection

All information, documents and data entrusted to **Mendo Ltd.** or the user or becoming known to **Mendo Ltd.** in connection with the provision of the contractual services are to be kept confidential and may only be used in the context of the provision of the contractual services and accessible to those employees (own and any third parties called in) who need them for the provision under this contract. The obligation of confidentiality and data protection remains in force after termination of this contract and applies to **Mendo Ltd.** and the user.

By registering for a course, the user agrees that Mendo Ltd. may use their personal data (personal details, course statistics, compliance with payment modalities, etc.). This personal data may be used exclusively by **Mendo Ltd.** in various ways (for advertising purposes, non-admission to the course due to non-compliance with payment modalities, etc.). Anyone wishing to refuse the use of personal data must notify **Mendo Ltd.** in writing.

## Course documents

The price per course includes the corresponding course documentation provided by Mendo Ltd.. The latter are only available to those course participants who have paid for the course.

For certain courses, users are required to purchase additional reference books or booklets at their own expense.

## Copyright and rights of use

All rights to the content created by **Mendo Ltd.** are and remain with **Mendo Ltd.**. Without written permission from **Mendo Ltd.**, it is not permitted to reproduce, copy, photograph, pass on, use for one's own teaching media in the broadest sense, etc. any content or parts thereof in any form whatsoever.

During the standard duration of a face-to-face, online course or webinar, the user is entitled to edit and use the individual documents for his/her own use. The online courses are made available exclusively via the Internet and access to our **Mendoweb** platform. Access is exclusively at the disposal of the user.

It is strictly forbidden to film or otherwise audio-visually record courses and to publish/distribute the content. This prohibition also applies to personal use. However, personal notes for the user's own use are permitted.

## Classroom Courses Mendo Ltd.

### Registration and payment deadline for Mendo Ltd. courses

Registration takes place on the website [www.mendo.ch](http://www.mendo.ch) or in the form provided on an individual basis. The dates for registration are stated in the course announcements.

The payment deadline stated in the invoice must be observed. By registering for a course, the user undertakes to pay the course fees. Non-payment of the course fees does not constitute a deregistration.

Procedure in the event of non-payment: The first reminder is sent free of charge after 30 days, a second reminder is sent after 10 days thereafter and incurs a reminder fee of CHF 50. Should these two steps not result in payment of fees owed, legal action will be taken at the user's expense. The right to claim interest on arrears and further damage caused by delay is reserved.

## Course organisation

For organisational reasons, **Mendo Ltd.** reserves the right to postpone courses, combine classes or change the course location. Due to the number of course registrations, **Mendo Ltd.** reserves the right to form classes as needed. This may result in a postponement of the course dates.

For quality reasons, **Mendo Ltd.** sets a minimum and maximum number of participants for a course. Registrations are accepted according to the date of receipt, taking into account the timely payment of the course fee. If the minimum number of participants is not reached, the course will not be held and any course fee already paid will be refunded. In such a case, the user will be informed in good time by e-mail.

If the maximum number of participants is exceeded, Mendo Ltd. reserves the right to place a user on a waiting list and to consider his/her registration only for the next course. In such a case, the user has the right to cancel without incurring any costs.

If, for whatever reason, a face-to-face course cannot take place as planned, Mendo Ltd. will endeavour to offer an equivalent alternative.

## Withdrawal; Cancellation

Every cancellation entails administrative work. The following rules therefore apply:

Cancellation must be made by e-mail, the date of receipt is considered the effective date of cancellation.

Cancellation must be made in writing. Non-payment or even verbal notification to a instructor or employee of **Mendo Ltd.** does not count as a cancellation.

In case of deregistration...

- ... by the registration date, no fees will be charged.
- ... between the registration date and one month prior to the start of the course, half of the course fee will be charged
- ... within the last month before the start of the course, the entire course fee will be charged.

In case of justified cancellations within the last month, the user can find an agreement together with **Mendo Ltd.** so that the customer can attend his course at a next implementation. If the user does not attend such a course, the course fee will be refunded after deduction of an administration fee of CHF 400.

It is at the discretion of Mendo Ltd. whether a cancellation is justified or not. The user is not automatically entitled to a refund of the course fee.

## Missed lessons

If the user is unable to attend all lessons, no refund will be made by Mendo Ltd.; neither for the total course fee nor on a pro rata basis. This also applies if the user is prevented from attending the course due to illness or accident. If a course can be run again, missed lessons can be made up.

## Online courses Mendoweb

### Registration and user account

Registration for an online course takes place electronically on the homepage [www.finanz-elearning.ch](http://www.finanz-elearning.ch). By registering, the user directly sets up their user account (user profile, user name and password).

The user is obliged to provide truthful information about his personal data as well as to keep the access data confidential and not to make it accessible to third parties. In case of suspected infringement, **Mendo Ltd.** reserves the right to delete a user account or to block access to the user account at any time and without giving reasons. The user is obliged to contact and inform **Mendo Ltd.** immediately, if their user account is suspected of being or has been misused by third parties.

After receipt of the invoice amount on the account of **Mendo Ltd.**, access for the user will be re-activated by **Mendo Ltd.**

In case of corporate customers, users will receive further, separate information upon registration.

## Invoicing, terms of payment and collection

For individual customers, payment is made directly via the payment system on the **Mendoweb** platform. Corporate clients receive an individual invoice. This is to be paid net within 30 days.

Procedure in the event of non-payment: The first reminder is sent free of charge after 30 days, a second reminder is sent after 10 days and incurs a reminder fee of CHF 50. In a further step, legal action will be taken at the customer's expense. The right to claim interest on arrears and further damage caused by delay is reserved.

## Standard duration

All online courses have a standard duration. The standard duration fixes the duration for which an online course can be processed. This is specified in the individual descriptions. After the standard duration has expired, the respective online course is automatically closed. Non-use of a booked online course does not entitle the user to claim back the course fees or pro-rata portions thereof.

## Webinars and meetings

For webinars or digital meetings **Mendo Ltd.** works with external systems which allow webinar and/or meeting functions.

Registration takes place directly on the external system after invitation / notification by **Mendo Ltd.**. Each user assumes full responsibility for the use of these external systems. **Mendo Ltd.** declines any responsibility in this context.

## General Final Provisions

### Disclaimer

**Mendo Ltd.**, together with its technical business partners, strives to provide the highest possible availability. However, **Mendo Ltd.** does not assume any warranty or guarantee for this beyond those given by the technical business partners to **Mendo Ltd.**. The customer waives - as far as legally permissible - any warranty, claims for damages and the like, even if data is lost through the use of the services.

In any case the liability of **Mendo Ltd.** is limited to the amount of the paid course fees.

### Applicable Law and Jurisdiction

These General Terms and Conditions for Participants (Users) are governed by Swiss law. Any disputes arising out of or in connection with them shall be subject to the jurisdiction of the ordinary courts of the Canton of Bern. The place of jurisdiction is **Berne**.

## Final provisions

If individual provisions of these General Terms and Conditions for Participants (Users) are not legally effective in whole or in part, or subsequently lose their legal effectiveness, or if there are loopholes, this shall not affect the validity of the remaining provisions and the General Terms and Conditions. In such a case, the non-legally effective or missing provisions shall be replaced or supplemented by provisions that come as close as possible to the original economic and legal purpose of these General Terms and Conditions.

**Mendo Ltd.**, Neuengasse 20, 3011 Bern, [www.mendo.ch](http://www.mendo.ch) and [www.finanz-elearning.ch](http://www.finanz-elearning.ch).