



**MENDO LTD.**

**MENDOWEB**

## **GENERAL TERMS AND CONDITIONS FOR PARTICIPANTS (USERS)**

The terms referring to persons are used in the masculine form to avoid making the text unnecessarily complicated. Naturally, this refers to both the masculine and feminine forms.

These *General Terms and Conditions for Participants (Users)* apply to all services offered by **Mendo Ltd.**, including the **Mendoweb** platform.

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### **1 General**

**Mendo Ltd.** is a public limited company under Swiss law with its registered office in Bern. By purchasing services via Mendoweb, customers simultaneously accept these *General Terms and Conditions for Participants (Users)*.

Further provisions for corporate customers are set out in the individual contract between **Mendo Ltd.** and the corporate customer, which always takes precedence over these General Terms and Conditions.

**Mendoweb** is a trademark 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.ausbildung.mendo.ch](http://www.ausbildung.mendo.ch)) and is not a programme for local download.

### **2 Services**

The services provided by **Mendo Ltd.** are aimed at employees of banks, insurance companies and other financial service providers. The individual classroom-based and online courses, as well as webinars, primarily cover advisory topics for private financial clients. With MendoSmart (a registered trademark of Mendo Ltd.), clients are provided with a knowledge database (a specialist and news portal for training and professional practice). The individual course descriptions explain the content and objectives of the classroom-based and online courses.

### **3 Prices and VAT**

The prices of the individual courses and services can be found in the relevant descriptions/tenders. Any VAT is included in the prices unless explicitly stated otherwise.

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

Registration is usually carried out electronically via the **Mendo Ltd.** website. By registering, the customer accepts the *General Terms and Conditions for Participants (Users)*.

By registering, the participant/user confirms that they have taken note of the admission requirements for the VBV, IAF or other examination bodies' examinations. The relevant information can be found on the websites of the respective bodies or obtained directly from them. The customer is responsible for registering for examinations in good time. The customer is also **solely** responsible for meeting the admission requirements for the examinations.

## 5 Programme and price adjustments

**Mendo Ltd.** reserves the right to make changes to the programme and the descriptions. Such changes do not entitle the user to withdraw from the contract or to a refund.

## 6 Course confirmation

Upon request and provided that participation in a course is verified, **Mendo Ltd.** will issue a course confirmation. However, the course must not have ended more than 12 months previously.

## 7 Payment confirmation

Upon request and provided that payment of the course fee has been received, **Mendo Ltd.** will issue the user with a payment confirmation for the course fees paid. However, the course must not have ended more than 2 years ago.

## 8 Confidentiality and data protection

All documents, data and other information entrusted to the user or brought to their attention in connection with the courses offered by **Mendo Ltd.** must be kept confidential. The duty of confidentiality continues even after the course has ended.

The processing of personal data in connection with the provision of services is subject to Mendo Ltd.'s privacy policy, which is available on the website [www.mendo.ch](http://www.mendo.ch). By registering for the course, the user consents to the processing of their personal data in accordance with this privacy policy.

## 9 Course materials

The price per course includes the relevant course materials provided by **Mendo Ltd.**. These materials are only available to course participants who have paid for the course.

For certain training courses, users must purchase additional specialist books or booklets. The cost of these is borne by the user.

## 10 Copyright and usage rights

All rights to the content made available via Mendoweb or otherwise remain with **Mendo Ltd.**. Without the written permission of **Mendo Ltd.**, it is not permitted to reproduce, copy, photograph, or otherwise duplicate content or parts thereof in any form, to pass it on, to use it for one's own teaching materials in the broadest sense, or to use it in any way beyond the personal use regulated below.

During the standard duration of a course or the subscription period in MendoSmart, the user is entitled to edit and use the individual documents for personal use. The online courses and the content on MendoSmart are made available exclusively via the internet and access to our Mendoweb platform. Use is restricted to the user only; sharing with third parties is prohibited.

### 10.1 Prohibition on recording and protection of personal rights

A course (in any form) may not be recorded in whole or in part. This applies in particular to film, video and audio recordings, screenshots or screen recordings. The prohibition also applies to personal use.

#### Exception:

Photographing flipcharts, slides or written seminar materials is permitted, provided that

- no individuals are recognisable,
- no confidential information is shown and
- the images are used exclusively for personal use.



This policy is designed to protect the personal rights of all those involved. We reserve the right to take appropriate action in the event of any breaches.

## 11 Mendo Ltd. Courses

### 11.1 Registration and payment deadline

Registration takes place on the website [www.mendo.ch](http://www.mendo.ch) or in any other form specified in individual cases.

The registration deadlines are specified in the course descriptions. The payment deadline stated on the invoice must be strictly adhered to. By registering for the course, the user undertakes to pay the course fees. Non-payment of the course fees does not constitute cancellation.

**Procedure in the event of non-payment:** The first reminder is issued free of charge after 30 days; a second reminder is issued after a further 10 days and incurs a reminder fee of CHF 50. In a subsequent step, legal action will be taken at the user's expense. We reserve the right to claim interest on arrears as well as further damages resulting from the delay.

### 11.2 Course organisation

For organisational reasons, **Mendo Ltd.** reserves the right to reschedule courses, merge classes, change the course venue, form multiple classes or change the instructor. In such cases, the user has no right to withdraw from the contract or to a refund.

For quality reasons, **Mendo Ltd.** sets a minimum and maximum number of participants for each course. Registrations are accepted in the order in which they are received, subject to timely payment of the course fee. If the minimum number of participants is not reached, the course will not take place and any course fees already paid will be refunded. In such cases, the user will be informed in good time by email.

If the maximum number of participants is exceeded, **Mendo Ltd.** reserves the right to place a user on a waiting list and to consider their registration only for the next course. In such a case, the user has the right to cancel their registration at no cost. The same applies if, for whatever reason, a face-to-face course cannot take place in the intended form and **Mendo Ltd.** is unable to offer an equivalent alternative.

### 11.3 Cancellation

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

Withdrawal must be made by email; the date of receipt is valid.

An unpaid invoice or a verbal notification to a trainer or an employee of **Mendo Ltd.** does not constitute cancellation.

In the event of cancellation...

- ... up to the registration deadline: no fees will be charged.
- ... between the registration deadline and one month before the course starts: half of the course fee is due.
- ... within the last month before the course starts: the full course fee is payable.

In the event of cancellation for good cause within the final month, the user may reach an agreement with Mendo Ltd. to enable the customer to attend the course on a future occasion. 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 sole discretion of **Mendo Ltd.** whether a cancellation is deemed to be for good cause or not. The user has no entitlement to a refund of the course fee.

### 11.4 Missed lessons

If the user is unable to attend all lessons, **Mendo Ltd.** will not issue a refund; neither for the full course fee



nor on a pro rata basis. This also applies if the user is prevented from attending the course due to illness or an accident. If **Mendo Ltd.** runs the same course again within a period of one year, the user may make up for missed lessons, provided that the number of participants allows this, which is at the sole discretion of **Mendo Ltd.**

## 12 Mindoweb online courses and MendoSmart subscription

### 12.1 Registration and user account

Registration takes place electronically on the website [www.ausbildung.mendo.ch](http://www.ausbildung.mendo.ch). Upon registration, the user directly sets up their user account (user profile, username and password).

The user is obliged to provide truthful information regarding their personal details, to keep their login details confidential and not to disclose them to third parties. In the event of a suspected breach, **Mendo Ltd.** reserves the right to delete a user account at any time and without giving reasons, or to block access to the user account. The user is obliged to contact and inform **Mendo Ltd.** immediately if they have reason to believe that their user account is being or has been misused by third parties.

Once the invoice amount has been credited to **Mendo Ltd.**'s account, or following direct payment via the website, **Mendo Ltd.** will activate the user's access.

Corporate customers will receive further, separate information regarding registration.

### 12.2 Invoicing, terms of payment and debt collection

For individual customers, payment is made directly via the payment system on the **Mindoweb** platform. Corporate customers will receive an individual invoice. This is payable 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 a further 10 days and incurs a reminder fee of CHF 50. In a subsequent step, legal action will be taken at the customer's expense. We reserve the right to claim interest on arrears and any further damages resulting from the delay.

### 12.3 Standard duration for online courses

All online courses have a standard duration. The standard duration specifies the period during which an online course can be accessed. This is set out in the individual course descriptions. Once the standard duration has expired, the relevant online course will be automatically closed. Failure to use a booked online course does not entitle the customer to a refund of the course fees or a pro-rata share thereof.

### 12.4 Subscription to MendoSmart

MendoSmart users have access to the content for the duration of a valid subscription. The subscription is automatically renewed for a further subscription period, but may be cancelled in advance by the user. Subscription fees paid are non-refundable under any circumstances.

## 13 Webinars and meetings – Technical systems

For webinars or digital meetings, **Mendo Ltd.** works with external systems that support webinar and/or meeting functions.

Registration takes place directly on the external system following an invitation or notification from **Mendo Ltd.** Each user uses these external systems at their own risk. The user acknowledges that **Mendo Ltd.** does not guarantee the availability, accuracy or functionality of these external systems and accepts no liability in connection with their use.

## 14 General Final Provisions

### 14.1 Disclaimer

**Mendo Ltd.**, together with its technical business partners, endeavours to provide the highest possible level of availability. However, to the extent permitted by law, **Mendo Ltd.** excludes all liability for the services it provides. This applies in particular to agents and third parties engaged, as well as in the event of technical faults and/or failures. Furthermore, the customer cannot derive any rights from the failure to achieve learning objectives, in particular no refund of course fees.

### 14.2 Applicable law and jurisdiction

These *General Terms and Conditions for Participants (Users)* are governed by Swiss law, to the exclusion of conflict-of-law rules and international treaties. The ordinary **courts of the Canton of Bern** shall have jurisdiction over any disputes arising from or in connection with these terms and conditions.

### 14.3 Final provisions

Should individual provisions of these *General Terms and Conditions for Participants (Users)* be wholly or partially invalid, or should they subsequently lose their legal validity, or should there be any omissions, this shall not affect the validity of the remaining provisions and the General Terms and Conditions. In such a case, the invalid or missing provisions shall be replaced or supplemented by provisions that most closely approximate the original economic and legal purpose of these General Terms and Conditions.

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