

## General Terms and Conditions (AGBs)

### 1. General

The General Terms and Conditions (GTCs) apply to all diploma courses (training courses) and continuing education courses as well as modules offered by Chiway AG. If registrations are made via the website, participants confirm that they accept the GTCs listed there by clicking on them during the registration process on the Chiway AG homepage. The GTC are an integral part of the contract.

### 2. Registrations / registration deadline

Registrations must be made in writing before the start of the course by website, e-mail or post and are binding.

### 3. Deregistration / withdrawal

Cancellations must be sent in writing to the Chiway AG office.

#### 3.1 Deregistration / withdrawal from diploma courses

If you withdraw from the course after the definitive confirmation of admission but before the start of the course, Chiway AG will charge a one-off fee of CHF 250. In the event of withdrawal after the start of the diploma course, the amount for the modules already attended and the canceled module is owed. In addition, Chiway AG charges an administration fee of CHF 250.

Cancellation is possible at the end of each module. Six weeks before the start of the next booked module, written notice of withdrawal must be received by the Chiway AG office. If this deadline is not met, the next booked module will also be charged. In exceptional cases of hardship for which Chiway AG is not responsible (e.g. serious illness), a written request for a waiver of the costs can be submitted to the management of Chiway AG.

#### 3.2 Cancellation of continuing education course

Cancellation up to 3 weeks before the course is possible without incurring costs. In the event of a later cancellation, the full amount of the course costs is due. In exceptional cases of hardship through no fault of the participant (e.g. illness), the course costs will be refunded on presentation of the relevant documents (e.g. medical certificate).

### 4 Duration and termination of the contract and exclusion from training or continuing education

This contract is concluded for a specific training or continuing education course with a predetermined duration. The contractual relationship ends upon completion of the training or further training.

Chiway AG reserves the right to justifiably exclude participants from an education or training course for important reasons, i.e. to terminate the contract. If the exclusion is the fault of the participant, the course fee will not be refunded. Otherwise, the course fees already paid will be refunded pro rata. A confirmation will be issued for the lessons attended.

### 5 Terms of payment

The invoice will be sent with the course confirmation and is due at least 30 days before the start of the course in the case of training courses and on the due date according to the invoice in the case of continuing education courses.

If payments are not made on the agreed dates, any discounts will be forfeited. A reminder fee of CHF 40 per reminder will be charged. Interest on arrears of 5% will be charged from 30 days.

#### 5.1 Installment payments for training courses

Training fees can be paid in installments. The following applies: installment payments must be agreed with the secretariat prior to registration and are only possible for amounts of CHF 1,000 or more, whereby the first payment must be made before the start of training. The following conditions apply to installment payments

- 1/4 - annual installment payment: surcharge of 3% on the course costs
- Monthly installments: 5% surcharge on the course costs

## **5.2 Installment payments for continuing education**

Installment payments are not possible for continuing education courses.

## **6 Implementation, program and price changes**

We reserve the right to make changes to the program and prices as well as changes to the General Terms and Conditions of Business and Participation. The tuition fee includes all services within the scope of the specialized instruction according to the training plan.

Chiway AG is entitled to cancel or postpone the training and continuing education courses listed in the program if the number of participants is too low. Any course fees already paid will be refunded in full. Any further liability claims are excluded. For organizational reasons, Chiway AG reserves the right to offer lessons externally in exceptional cases, to postpone them or to change the lecturers. If a lecturer is unavailable at short notice, Chiway AG may change the lecturer, appoint a substitute or set a replacement date.

## **7 Diplomas, certificates and confirmations**

After all regularly completed training and continuing education courses, a training certificate or confirmation of participation will be issued, provided that the required attendance is met (80%). Attendance is confirmed by the signature on the attendance lists or by the lecturers. A diploma or certificate is issued at the end of the training or at the end of certificate courses. Diplomas, certificates and proofs will only be issued after full payment of the course fee. The following applies to further, additional training certificates, diplomas and certificates:

- Confirmations must be requested in writing (post or e-mail) from the secretariat.
- At the end of a course/course or if training is discontinued, a single certificate is issued free of charge. Additional certificates will be charged at CHF 20 per certificate.
- The replacement of diplomas and certificates will be charged at CHF 50.
- The preparation of proofs, diplomas and certificates takes up to 2 weeks. A surcharge of CHF 20 will be charged for express processing.

## **8. Extraordinary examinations**

Examinations outside the regular examination period (repetition, absence, illness, etc.) are subject to a fee. Extraordinary examinations are invoiced as follows

- Intermediate examination: CHF 20.
- Final theory examination: CHF 200.
- Final practical examination: CHF 150.

Extraordinary examinations can only be taken if you register and pay the examination fee in good time. The examination fee will not be refunded under any circumstances.

## **9 Insurance and liability**

Chiway AG accepts no liability whatsoever for any damage incurred in connection with all training and continuing education courses. Participants are responsible for taking out adequate insurance cover themselves. The use of Chiway AG premises is at the participant's own risk. Neither Chiway AG nor the lecturers are liable for lost or damaged items that are the property of the students.

## **10. Photographic material**

During training and continuing education courses, Chiway AG may take pictures and videos that may show recognizable individuals. This image or video material is used for advertising purposes and publications on social media. Chiway AG takes care not to use any unflattering images. If a person does not wish to appear in pictures, they must notify the secretariat in writing within two weeks of the training or continuing education course. This will ensure that no pictures appear in Chiway AG's web or print products.

## **11 Language**

The primary language of training is German, unless the training or continuing education course is advertised in another language. Courses can also be held in English. All examinations are held in German, unless the training or continuing education is advertised in another language

## **12 Applicable law and place of jurisdiction**

Swiss law is applicable to all legal relationships. The place of jurisdiction is Winterthur.

Winterthur, July 2024