

## General Terms and Conditions (GTC)

For training and courses by The Tao of Excellence GmbH

Oberberg 2, CH-8222 Beringen

### 1. Overview

- 1.1. The General Terms and Conditions (hereafter called "GTC") govern the relationship between the participant of the training or course (hereafter called "training") and The Tao of Excellence GmbH (hereafter called "ToEX").
- 1.2. By registering the participant accepts the GTC without reservation or restriction.
- 1.3. ToEX reserves the right to review and update the GTC at any time. Any changes are effective immediately and will replace the former GTC. The term "participant" refers to an individual or group attending ToEX training.
- 1.4. The GTC set forth the Agreement between the participant and ToEX. The Agreement takes effect with the successful completion of the registration process. An individual Agreement will take precedence over the GTC.

### 2. Services

- 2.1. Registration and cancellation will be made in writing and confirmed by ToEX.
- 2.2. The Cancellation and Refund Policy dates for ToEX training are as follows:
  - 30 calendar days or more before: 0% charge of the training fees
  - 15-29 calendar days before: 50% charge of the training fees
  - 0-14 calendar days before: 100% charge of the training fees
  - No refund will be made to participants who fail to attend or who do not complete the training.
- 2.3. A participant may name a substitute participant if they are unable to attend. The substitute participant must fulfill the prerequisites for the training.
- 2.4. ToEX training depends on a minimum number of participants. The cancellation of training by ToEX will be announced at least 14 days before the start date. The paid training fees will be refunded. There is no entitlement to compensation.
- 2.5. If training cannot be provided due to force majeure (such as the trainer's accident or illness), ToEX will endeavor to provide a suitable substitute or alternative training date. If an alternative date cannot be agreed, the participant is free to withdraw from the contract.
- 2.6. ToEX will provide the training itself or through authorized third parties.

### 3. Terms of Payment

- 3.1. The invoice is subject to the training fees published at the time of registration.
- 3.2. The fees are payable within a period of 30 days from the date of registration.
- 3.3. Payment should be made a minimum of 30 days prior to the start of the training.
- 3.4. If the terms of payment are exceeded, the statutory default interest of 5% per month will be due without further notice.
- 3.5. A certificate of attendance or a ToEX certificate will be issued upon the successful completion of the training. The condition for the successful completion the training requires a minimum participation of 80% of the training. To issue a certificate, the respective provisions of the training apply.

### 4. Privacy / Confidentiality

- 4.1. The data, documents and information shared with ToEX by the participant will be treated confidentially. The participant gives permission for ToEX to use the anonymized data and findings from the training in its own statistics, analyzes and organizational offers. The Privacy Policy published at the time of registration is applicable and can be found on the website [www.taoexcellence.ch](http://www.taoexcellence.ch).
- 4.2. All information and documents (including training materials, case studies, ideas, enhancements, discoveries, designs, documents, emails, presentations, slides, specifications, recommendations, photos, data) from the training belong to ToEX and are protected by copyright. All information and documents may only be used by the individual participant for the purpose of the ToEX training.
- 4.3. Any further use of the documents and information requires the written consent of ToEX.

### 5. General Provisions

- 5.1. The responsibility for sufficient and appropriate insurance cover lies with the participant. ToEX assumes no liability for the theft, loss, or damage of property.
- 5.2. Swiss laws, rules and regulations apply. The exclusive place of jurisdiction, including for all disputes resulting from the Agreement, shall be the headquarters of ToEX.