

Supplementary General Terms and Conditions for Academy courses and other learning services provided by bexio AG

1. SCOPE OF APPLICATION AND VALIDITY

- 1.1 These General Terms and Conditions apply to all courses offered by bexio AG to customers, such as on-site seminars and webinars, as well as to the provision and delivery of learning services of any kind.
- 1.2 Customers include both registered users of the bexio software and other participants who register for one or more courses.
- 1.3 The General Terms and Conditions are deemed to have been accepted when the customer registers for a course or learning service.

2. REGISTRATION

- 2.1 Digital, verbal or written registration constitutes a commitment to pay the course fee. Failure to pay the course fee is not considered withdrawal from the course.

3. REFUSAL TO PROVIDE SERVICES

- 3.1 bexio is entitled to reject, without giving reasons, any requests, offers or quotations seeking the performance of services.

4. COURSE PLACES AND DELIVERY

- 4.1 In order to conduct courses under optimal conditions, bexio may set a maximum number of participants for each learning service, which may be adjusted as necessary. Course places are generally allocated in the order in which registrations are received.
- 4.2 If there is an insufficient number of participants, bexio reserves the right not to hold the course and to waive or refund the course fee. However, bexio shall not be liable for any other costs incurred as a result of the cancellation, such as travel and hotel costs or cancellation fees.
- 4.3 If there is an insufficient number of participants for a course, bexio may, in individual cases, hold the course subject to the participants' consent, but increase the course fee

accordingly or, where appropriate, reduce the number of lessons while maintaining the same price.

- 4.4 bexio reserves the right to replace announced instructors and to modify course content and digital content.

5. ACCESS, AVAILABILITY AND IT REQUIREMENTS FOR DIGITAL SERVICES

- 5.1 Access to digital courses is via the online learning platform "bexio Academy".
- 5.2 The courses are generally provided for users of the bexio software. Furthermore, all interested participants are also entitled to access the courses. If a customer without an active bexio subscription registers for a course, they thereby confirm, by registering, that they are aware of and agree to bexio's existing Privacy Policy (available at www.bexio.com).
- 5.3 bexio endeavours to provide uninterrupted operation of the learning platform and access to the data stored on it.
- 5.4 The customer acknowledges that complete and uninterrupted availability of the bexio Academy online services is technically not feasible. However, bexio endeavours to keep online content available as continuously as possible. There is no entitlement to such availability.
- 5.5 In particular, bexio may restrict access to the bexio Academy, either in whole or in part, temporarily or permanently, due to maintenance work, capacity requirements or events beyond bexio's control. Individual customers have no right to the continued availability of individual bexio functions and services.
- 5.6 bexio is entitled to remove offers purchased by the customer from the bexio Academy after the expiry of a reasonable period. The content is only available within the learning platform and, as a general rule, is not available for download. If, as an exception, bexio provides the option of downloading learning materials, this option is limited in time and does not give rise to any legal entitlement on the part of the customer.
- 5.7 It is the customer's responsibility to check that all software updates required to play the content are installed on their computer and that they have access to a proper internet connection with adequate bandwidth.

6. WARRANTIES AND SCOPE OF SERVICES

- 6.1 bexio warrants that it will perform its services faithfully and diligently.

- 6.2 In particular, the courses are conducted by suitably qualified instructors to the best of their knowledge and belief and based on the current state of knowledge.
- 6.3 There is no guarantee that knowledge will be imparted in full and without errors.
- 6.4 bexio's services are provided solely to support the customer in a project for which the customer bears sole responsibility.

7. FORCE MAJEURE

- 7.1 For organisational reasons, bexio reserves the right to postpone or combine courses, change the venue, or shorten courses (with a proportionate refund of the course fee). If a course instructor is unavailable, bexio may replace the instructor or appoint a substitute. bexio reserves the right to convert on-site classroom teaching into digital distance learning on the same terms if on-site teaching cannot be maintained.

8. PRICES, INVOICING, PAYMENT DEADLINES AND DEFAULT

- 8.1 bexio shall provide the services at the agreed price. The customer shall separately reimburse bexio for any additional and/or ancillary costs (such as expenses, packaging and/or insurance costs, customs duties and VAT, licence fees and social security contributions) incurred by bexio in connection with the performance of the contract and not expressly included in the agreed price. These costs shall be shown separately on the customer's invoice.
- 8.2 Unless otherwise agreed, invoices must be paid after the course has been held, but no later than within 30 (thirty) calendar days of receipt of the invoice.
- 8.3 bexio is entitled to request advance payments and/or other forms of security.
- 8.4 The contracting parties shall automatically be in default if agreed fixed payment dates (dates of default) are not met; in all other cases, default shall occur following a reminder granting a reasonable grace period.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All intellectual property rights arising in connection with the performance of the contract, as well as any rights of use and/or exploitation in such intellectual property, and all IP rights in the content of the services offered, belong exclusively to bexio.
- 9.2 The customer is not entitled to make bexio's content accessible to third parties; in particular, the customer may not sell, publish or send the content by email.

10. RESPECTING CONFIDENTIALITY

- 10.1 Subject to statutory duties to provide information and/or disclose information, the contracting parties shall treat as confidential all facts that are neither obvious nor generally accessible. The obligation of confidentiality shall apply even before the contractual relationship begins and shall continue after the contractual relationship has ended.
- 10.2 No video or audio recordings may be made of bexio's learning services without the express consent of bexio and the course participants.

11. EXCLUSION FROM COURSES

- 11.1 bexio reserves the right to exclude one or more participants from a course for good cause. In the following cases, the full course fee remains payable; i.e., no pro rata refund or waiver of the course fee shall be granted: exclusion from the course due to non-payment of the course fee and in serious cases (defamation, harassment, intentional damage to property, etc.).

12. EXCLUSION OF LIABILITY/INSURANCE

- 12.1 For all courses and events organised by bexio, bexio excludes all liability for any damage incurred. Each course participant is responsible for ensuring adequate insurance cover. Use of bexio's facilities is at the participant's own risk. bexio shall not be liable for theft or loss of belongings.
- 12.2 Each course participant undertakes to comply with the current hygiene rules of the Federal Office of Public Health (FOPH) and bexio's instructions while on bexio's premises. Course participants with symptoms of illness or a suspected infection with transmissible pathogens and/or who are subject to (officially or self-imposed) quarantine are prohibited from entering bexio's premises (including premises operated by partners, used for external workshops or rented to other companies). The risk of infection cannot be completely excluded even if the hygiene rules are complied with. bexio excludes all liability in this regard.

13. WITHDRAWAL

- 13.1 Every registration is binding. Depending on the time of withdrawal, bexio may waive all or part of the course fee in accordance with the following provisions.

- 13.2 If a participant withdraws at least 24 (twenty-four) hours before the start of the course, bexio shall waive or refund the course fee.
- 13.3 If a participant withdraws within 24 hours before the start of the course, the course fee will not be refunded. However, the customer may attend another bexio Academy course within a period of three months following the withdrawal and have the course fee already paid credited towards it. No refund shall be given, even if the course fee for the replacement course is lower.

14. DATA PROTECTION

- 14.1 Personal data is processed in accordance with our Privacy Policy, available at <https://www.bexio.com/en-CH/policies/privacy-policy>. By registering, the course participant confirms that they have read and understood the Privacy Policy, acknowledge the processing of their personal data described therein, and consent to such processing.

15. ASSIGNMENT AND PLEDGING

- 15.1 To assign or pledge individual rights and/or obligations arising from the contract to third parties, the relevant contracting party must obtain bexio's prior written consent.

16. SEVERABILITY CLAUSE

- 16.1 If individual provisions of this agreement are wholly or partially invalid, any invalid provisions shall be reinterpreted, supplemented or replaced in such a way as to achieve the economic purpose pursued by the invalid provision. The same applies in the event that there are any omissions in this Agreement.

17. GOVERNING LAW AND JURISDICTION

- 17.1 With regard to all legal relationships arising from this contractual relationship, the parties agree that the law of the Swiss Confederation shall apply, excluding the provisions of private international law (PIL) and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 17.2 Rapperswil-Jona shall have exclusive jurisdiction over all disputes arising in connection with the performance of this contractual relationship.

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bexio AG

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