

# GENERAL TERMS AND CONDITIONS (GTCS)

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## 1. GENERAL INFORMATION

CYP Association (hereinafter «CYP») is an association within the meaning of Article 60 et seq. of the Swiss Civil Code entered in the commercial register. By signing a contract pertaining to CYP products and services, customers and participants accept these General Terms and Conditions (in the currently valid version; hereinafter referred to as the «GTCs»). These GTCs together with additional regulations, such as the data protection guidelines (<https://cyp.ch/en/data-privacy>), contain the relevant provisions governing the purchase of CYP products and services. The CYP data protection guidelines (<https://cyp.ch/en/data-privacy>), which are an integral part of these GTCs, provide information about the handling of personal data by CYP.

## 2. WRITTEN FORM AND VALIDITY

Any agreements deviating from the GTCs shall only be binding if they are explicitly agreed between the customer/participant and CYP in writing.

Within the scope of the contractual relationship with CYP, the GTCs shall apply to any additional services used even if they are not referred to again.

CYP reserves the right to amend these terms and conditions at any time, without specifying a reason for doing so. The customer/participant shall be informed of any changes in a suitable manner and these changes shall be considered accepted unless the customer/participant terminates the contractual relationship in writing before the change enters into force.

## 3. REGISTRATION

Registration for a module takes place via the channel provided by CYP for this purpose, generally via the CYPnet learning platform. Confirmation of registration will be sent automatically by CYP by email.

Module registrations will be taken into account in the order in which they are received and will become binding once confirmed by CYP. The customer/participant shall not have an entitlement to a certain event date, location, or format for a module.

## 4. DEREGISTRATION

Participants wishing to deregister from course days must do so within the applicable deadlines, also using the channel provided by CYP for this purpose, generally the CYPnet learning platform. Participants shall bear the responsibility of and be accountable for deregistering from course days within the deadlines. In this case, participants shall be responsible for finding a new date and effecting this change in CYPnet themselves. Unless agreed otherwise, participants shall not be entitled to the reimbursement of any course fees paid.

Participants who need to deregister due to illness must inform CYP thereof on the morning of the day of the event (course day), by 8:30am at the latest.

## 5. PRICES/PRICE CHANGES

Customers/participants agree to pay the agreed or applicable prices for the designated CYP products or services. The standard prices for a specific module shall generally remain unchanged over the course of a training year. Any amendments shall be made in response to a proposal by CYP management and in accordance with a resolution passed by the Board of Management and communicated to all

customers in writing. Customers (member and customer banks) must be notified of any increases in prices for standard modules before the expiry of the notice period pursuant to Article 6 of the articles of association.

Other services, such as consultation, coaching/educational coaching, and further training, shall be invoiced to the customer separately as per the quotation or current CYP price list.

## **6. INVOICING**

Unless otherwise agreed, payment for amounts invoiced by CYP must be paid by the customer/participant within 30 days. If payment is not made within this period, the customer/participant shall immediately be in default of payment. The invoice shall be sent to the address either stored on the CYPnet learning platform or communicated to us separately.

## **7. REPLACEMENT FOR SERVICES NOT RECEIVED**

Should, by way of exception, an agreed module or course day not take place for reasons for which CYP is responsible, the customer/participant shall be offered an alternative date at another time. Course fees shall not be reimbursed as a matter of principle.

## **8. GUARANTEE FOR DEFECTS AND LIABILITY**

While CYP has created the content of its services and training modules with the greatest care, it cannot be held liable for the accuracy or completeness of the content or for its round-the-clock availability. Any guarantee for defects offered by CYP for its services shall be subject to the customer/participant duly fulfilling their statutory obligations to examine the goods and inform the seller of any defects immediately. In the event of a defect for which CYP is responsible, CYP shall be required to remedy or correspondingly cure the defect.

If the defect relates to a course day, remedying the defect shall consist exclusively of CYP providing free-of-charge follow-up support to the participants over a working day. CYP shall not cover any travel costs or other out-of-pocket expenses incurred by participants.

As far as legally permissible, CYP or persons associated with CYP (such as employees or bodies) shall not be liable for damages of any kind that are caused by the use or non-availability of the website or by the purchase of services.

CYP shall only be liable for damages caused intentionally or due to gross negligence and shall not be liable for other damages incurred by participants as a result of a module not being carried out. Insurance covering any accidental damage as a result of modules carried out by CYP shall be the exclusive responsibility of the customer/participant; CYP shall not accept any liability therefor.

To the extent legally permissible, CYP shall not be liable for any damage to devices or data, or data loss incurred by the customer/participant as a result of visiting the CYP website, using the CYPnet learning platform or other platforms made available, or using applications offered by CYP for download. Furthermore, CYP shall not be liable for the round-the-clock availability and error-free operation of the content and functions it makes available electronically to customers/participants. This shall also apply to any incorrect delivery of emails due to technical or human errors. CYP shall also not be liable for any damage to, or losses of the customer's/participant's own devices caused by third parties (e.g., unauthorised removal/theft from course rooms or damage caused by other course participants).

## 9. RIGHTS AND OBLIGATIONS OF THE CUSTOMER/PARTICIPANT

The customer/participant shall have the right to personally use/make use of agreed and purchased CYP services for the agreed period in accordance with the contract.

If the CYP service consists of the use of an electronic learning platform made available by CYP, particularly CYPnet, the customer/participant shall receive password-protected access to the platform and the applicable learning modules after setting up a personal user account. The customer/participant agrees only to use their username and password themselves and not to communicate or otherwise make such information available to third parties. These data are intended for personal use only.

The following in particular shall not be permitted:

- Direct or indirect use of content and/or parts thereof by third parties (e.g., making available content online, transmitting content to third parties in any form);
- Copying or exporting of content or parts thereof for transmission, either free of charge or for a cost, to third parties; transmission of such content to third parties or use of such content by third parties;
- Commercial use of content or parts thereof;
- Use of content or parts thereof in internal or external databases or programs.

Misuse of CYP services or the CYP learning platform/applications or provision of personal access data to third parties may give rise to civil or criminal penalties. CYP also reserves the right to temporarily or permanently exclude the customer/participant from the service purchased or access to its platforms in the event of serious or repeated infringements of this provision.

## 10. PROPERTY RIGHTS

All titles, copyrights, trade secret rights, trademarks, trademark rights, designs, databases and other intellectual property rights and know-how pertaining to CYP services, products, content, documents, websites, electronic platforms, and applications, etc. shall belong fully and exclusively to CYP (or third parties to whom CYP has granted use through licensing) and may only be used by the customer/participant for the contractually agreed purpose. «CYP (fig.)» is also a registered protected trademark belonging to CYP.

The customer/participant shall expressly acknowledge these rights and abstain from any attack on the existence and scope of these rights. The customer/participant shall also acknowledge that CYP products and services contain information, ideas, concepts, and processes that constitute CYP business and operating secrets and shall undertake to treat these confidentially and in particular not to use them for their own commercial purposes.

## 11. DUTY OF CONFIDENTIALITY

CYP shall undertake to maintain absolute discretion and obligate all auxiliary persons (employees as well as commissioned third parties and their employees) to do the same. Confidentiality shall be applied to all information, documents, data, and facts, etc. (hereinafter referred to jointly as «information») of which CYP becomes aware in collaboration with affiliated institutions. CYP and its auxiliary persons shall be subject to the relevant provisions of the Federal Act on Data Protection, the provision on the protection of trade secrets pursuant to Article 162 of the Swiss Criminal Code and the provision on the protection of banking secrecy pursuant to Article 47 of the Swiss Federal Act on Banks and Savings Banks.

CYP auxiliary persons shall be prohibited from taking any information pertaining to CYP or affiliated institutions into their possession, taking such information with them, making copies or extracts of such information, forwarding such information to third parties, or granting them access thereto, using such information for a purpose other than that intended or reporting to third parties the content of such documents or information, without their express consent. CYP shall continue to be bound by the duty of confidentiality, indefinitely and without limitation, after the termination of the activity.

CYP agrees to inform all auxiliary persons about this duty of confidentiality and the relevant statutory provisions and to ensure their compliance therewith.

## 12. DATA PROTECTION

CYP takes data protection very seriously. Personal data shall be treated with absolute confidentiality. Please also refer to CYP's privacy policy (<https://cyp.ch/en/data-privacy>).

CYP shall be authorised to analyse data collected in relation to the contractual relationship with the customer/participant with a view to developing products and services that may also be of interest to the customer/participant and possibly offering such products and services, and/or to providing information thereon via post, email, or telephone; the customer/participant may withdraw this authorisation in writing at any time. Mass emails or post shall only be sent to a customer's employees if agreed in advance with the relevant contact persons.

The customer/participant authorises CYP to provide third parties with the data they need to diligently perform their assigned tasks. Data shall in any case only be passed on if the recipients agree to keep such data confidential or maintain an appropriate level of data protection and to bind any additional contractual partners to these obligations.

## 13. SPECIFIC RULES FOR DIFFERENT TARGET GROUPS

Specific rules for target groups are listed in annexes 1, 2 and 3. They form an integrated part of these GTCs.

## 14. LAW AND JURISDICTION

The legal relationship between the customer/participant and CYP shall be subject exclusively to Swiss law; the United Nations Convention on Contracts for the International Sale of Goods shall not apply. The exclusive jurisdiction for any disputes arising from the contractual relationship between CYP and the customer/participant shall be Zurich.

## ANNEX 1

### 15. TRAINING OF JUNIOR STAFF (STUDENTS AND SECONDARY-SCHOOL GRADUATES)

#### 15.1 CONDITIONS OF PARTICIPATION

Trainees may only take part in a course day if they have successfully completed the pre-test, if there is one, on the CYPnet learning platform within the deadline. Customers shall ensure that their trainees have access to the internet in the workplace and thus have access to all CYP module documents and tests.

#### 15.2 DEREGISTRATION

##### **Deregistration due to illness**

Trainees are responsible for deregistering from a course day if they cannot attend due to illness or another urgent reason. Unexcused absences shall be automatically reported to the customer (to the persons responsible for the junior staff).

##### **Deregistration due to the termination of a training contract**

Should deregistration be necessary due to termination of a training contract between a trainee and the customer (a CYP member or customer bank), CYP's services shall be invoiced on the basis of the modules attended. Course days paid by the customer on account which were not attended by the trainee shall be refunded in the form of a credit note or, in the event of an individual contractual relationship, the corresponding amounts shall be paid back to the customer.

#### 15.3 WITHDRAWAL/TERMINATION

The customer (member or customer bank) must inform CYP of deregistration due to termination of the contract in writing within 6 months. For member banks (as well as those procuring their services) which are part of an association, the terms, and conditions pursuant to the articles of association shall apply; for customer banks the provisions set out in the contract and GTCs shall apply.

#### 15.4 INVOICING

To simplify the invoicing process, standard modules shall be invoiced collectively on a monthly basis, based on the number of course days actually attended and/or modules completed in CYPnet: pursuant to the 3-year overview for students, the BEM training programme (a fast-track programme for a career in banking) for secondary-school graduates and the BankFIT education programme for IT students. The collective invoice shall comprise the amounts owed for all of a given customer's trainees. CYP reserves the right to charge an advance payment in the amount of the service to be provided if necessary.

The amount owed shall include the following services: Course days, use of the CYPnet learning platform, BankingToday learning tools for preparatory and wrap-up work and documents distributed on the course day as well as tests carried out and marking thereof. Any out-of-pocket expenses (in particular transport and accommodation expenses) are not included in the price.

The number of course days to be attended per programme pursuant to the 3-year overview, the BEM training programme and the Bank-FIT education programme shall be binding. This does not apply to institutions that do not offer any training to become a qualified banker with a Swiss Certificate of Competence (eidgenössisches Fähigkeitszeugnis) due to their business activities, meaning that their trainees only need to register for selected modules.

## ANNEX 2

### 16. CYP FURTHER TRAINING (TARGET GROUP: ADULTS)

#### 16.1 REGISTRATION DEADLINE

The deadline for registering is 21 days before the course day of a module. Registration is only permitted at short notice in exceptional cases that have been agreed with CYP. Participants shall not have an entitlement to participate in the subsequent modules of a level. Participants shall register for each module separately via CYPnet. If a level or module cannot be carried out due to an insufficient number of participants, CYP shall inform the registered participants at least two weeks before the course day and change their bookings accordingly. A level that has been started will be concluded. Participants shall not be entitled to a certain course location. CYP reserves the right to change course locations at short notice.

Participants may register for remote study modules at any time via CYPnet. The module content (documents, e-media, tests, etc.) shall be made available to participants on CYPnet immediately after they have registered and will be available for 180 days.

#### 16.2 DEREGISTRATION

Participants may themselves deregister from a course up to 35 days before the course day via CYPnet. If they deregister within these five weeks before the course day, the full amount for the module will be invoiced.

It is not possible to deregister from remote study modules since all documents are made available to participants after registration.

#### 16.3 MODULES/TRAINING COURSES SPANNING MULTIPLE DAYS

If a module/training course consists of several course days, these may only be booked as a complete package. It is not possible to divide the course days between different course locations.

#### 16.4 INVOICING

CYP shall issue invoices to the address specified by the participant on the CYPnet learning platform. If the billing address is a third-party address (e.g., employer), the costs shall be owed until the invoice has been settled by the participant, until such time the participant may receive reminders from CYP.

The module price includes use of CYPnet and digital module documents. Meals and any overnight costs are not included in the price. Relevant information is available on the CYP website.

#### 16.5 COURSE REQUIREMENTS

The educational courses and the individual modules making up these courses are open to anyone interested. The necessary requirements are set out on the CYP website. These must be fulfilled by participants in order to achieve the proposed objective.

An educational course may consist of several modules. A module generally consists of a preparatory phase, one or more course days and a wrap-up phase.



## **16.6 CHANGES**

CYP reserves the right to make changes to the educational courses, the format of the course (in-person or virtual course) and the course day dates as well as to adjust its prices.

## **16.7 COURSE CONFIRMATIONS, CERTIFICATES, DIPLOMAS**

Course confirmations shall be submitted to participants on request electronically and may be requested via [info@cyp.ch](mailto:info@cyp.ch). This does not apply to course confirmations for courses by practical educators, which will be automatically created and sent.

Certificates or diplomas may only be sent if an examination has been passed, the examination regulations have been complied with, and the requirements surrounding the qualification procedure/final diploma thesis or statement of competence have been satisfied. Certificates or diplomas are generally sent no later than 4 weeks after a participant has successfully passed a course.

## ANNEX 3

### 17. CYP COACHING

#### **Educational coaching for trainees, adults, and external customers:**

CYP offers educational coaching to all participants (students, secondary-school graduates, adults) and external customers. This generally takes the form of individual coaching sessions with the objective of improving individual and educational skills.

#### **Coaching for vocational trainers:**

CYP offers coaching for vocational trainers. This comprises individual discussions on everyday training issues as well as on pedagogical/psychological topics. Both individual and group coaching sessions are offered.

#### **Coaching for Skills 4.0 participants:**

CYP provides coaching for Skills 4.0 participants. Such coaching sessions are provided on a one-to-one basis and look at personal and professional further development.

All CYP coaching sessions generally last 60 to 90 minutes. They may take place in person or virtually and span several weeks with the aim of bringing about a sustainable change.

#### **17.1 REGISTRATION**

Trainees: If the member or customer bank is covering the costs, the person requiring training shall register for educational coaching via the CYPnet learning platform.

If the trainee is covering the costs for the educational coaching themselves, they may register by sending an email to the person responsible for the coaching.

Following registration, an individual appointment will be agreed between the trainee and the educational coach.

Adults and external customers: Adults and external customers may register by sending an email to the person responsible for the educational coaching.

Vocational trainers: Vocational trainers may register for coaching either by filling in the registration form or by sending an email to the CYP contact person for vocational trainers.

Skills 4.0 participants: The participants may register for 1 to 3 individual coaching sessions during the course.

#### **17.2 DEREGISTRATION**

In the event of illness or unforeseen circumstances preventing a participant from attending an agreed educational coaching/coaching appointment, the participant may cancel this session up to 24 hours in advance over the phone or by email by providing notice to the coach in question. If the session is cancelled later or in the event of an unexcused absence, the session will be charged for in full.



### **17.3 INVOICING**

Invoices shall be issued after the end of the last educational coaching/coaching session. Payment shall be due within 30 days after the invoice has been issued.

The costs of the coaching for Skills 4.0 participants shall be included in the module price.