General Terms and Conditions (GTC)

Version 01.04.2025

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

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). Furthermore, CYP fulfils certain orders for customers and processes personal data in this context. In this regard, CYP refers to the regulation on commissioned data processing (https://cyp.ch/en/agb).

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

Annexes 1, 2 and 3 contain special target group-related regulations and Appendix 4 contains the terms of use for the time2learn Cloud Service. They are an integral part of the GTC.

The Terms of Use for the time2learn Cloud Service apply exclusively between Swiss Learning Hub AG ('SLH') and the customer, the participant. The place of jurisdiction for disputes arising from this legal relationship is different from the GTCs (see section 4.7 of Annex 4).

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.

Version 04/2025

Annex 1

1. Young talent training (Apprentices and Secondary school graduates)

1.1. Conditions of participation

Trainees starting their apprenticeship before 2022 can only take part in a course day if they have successfully completed the pre-test, if available, on the CYPnet learning platform by the deadline. The customer shall ensure that the trainees have access to the Internet at their workplace and thus access to all CYP module documents and tests.

1.2. Deregistration

Deregistration due to illness

The trainee is responsible for cancelling a course day due to illness or other urgent reasons. An unexcused absence of a trainee is automatically reported to the client (person responsible for the trainee).

Deregistration due to cancellation of apprenticeship contract

If the cancellation is due to the termination of the apprenticeship contract between a trainee and the client (CYP member or client bank), CYP's services will be invoiced on the basis of the modules attended. Unattended course days of a trainee that were invoiced to the customer on account will be refunded as a credit note or, in the case of an individual contractual relationship, paid out to the customer

1.3. Resignation/Termination

Cancellation due to termination of the contract must be notified to CYP in writing by the customer (member or customer banks) with a notice period of 6 months. For member banks and their service recipients who are affiliated to an association, the conditions set out in the Articles of Association apply; for client banks, the provisions set out in the contract and the GTC apply.

1.4. Invoicing

For invoicing purposes, the standard modules for apprentices according to the 3-year overview, for secondary school graduates according to the BEM training plan and for IT apprentices according to the BankFIT training plan are compiled monthly in a collective invoice in CYPnet according to the actual number of course days attended and/or modules completed. The collective invoice summarises the amounts owed for all trainees of a client. If necessary, CYP reserves the right to invoice a payment on account in the amount of the service to be provided.

The amount owed includes the following services: Course days, use of the CYPnet learning platform, BankingToday teaching materials for preparation and follow-up, documents distributed on the day of the course and the organisation of examinations and their corrections. Any expenses (in particular transport and accommodation costs) 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 BankFIT 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

2. CYP-Further education

2.1. 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.

Distance learning modules can be registered for at any time via CYPnet. Immediately after module registration, the module content (documents, e-media, tests, etc.) is available on CYPnet for at least 180 days.

2.2. 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 distance learning modules, as all documents are activated once module registration has been completed.

2.3. Multi-day modules/training courses

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

2.4. 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.

2.5. 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.

2.6. 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.

2.7. Course confirmations, certificates, diplomas

Course confirmations will be sent to participants on request in electronic form and can be requested via info@cyp.ch. Course confirmations for practical instructor courses are an exception; these are generated automatically and made available for download in CYPnet

The delivery of certificates or diplomas depends on passing an examination, compliance with examination regulations or a qualification procedure/diploma thesis or proof of competence. As a rule, certificates or diplomas are made available for download electronically no later than 4 weeks after successful completion of the examination.

Annex 3

3. CYP-Coaching

Learning coaching for trainees, adults and external customers:

CYP offers learn coaching to all participants (apprentices, secondary school graduates, adults) and external clients. These are usually one-to-one coaching sessions with the aim of strengthening personal and learning 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.

3.1. 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

3.2. 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.

3.3. 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.

Annex 4

4. Terms of use Time2Learn Cloud Service

Extract for the end user from the terms and conditions issued by the provider Swiss Learning Hub AG.

The German text is authoritative for this document.

4.1. Subject matter of contract

The subject matter of this contract is the provision of the time2learn learning platform specified in the contract as SaaS software from Swiss Learning Hub AG (hereinafter referred to as the 'Provider') with the learning media specified therein (hereinafter also referred to collectively as the 'Cloud Service') for use by the Customer, the Participant via a data network and other services associated with this use in the sense of a Cloud Service for a limited period of time.

The Provider is the owner and holder of the rights to the SaaS Software or is authorised to operate the SaaS Software in the cloud. It offers the SaaS software, including the basic software necessary for its operation, for use by the customer, the participant, via a data network. The use of the SaaS software by the customer, the participant, shall take place via remote access with mobile or fixed end devices of the customer, the participant. The SaaS software is not installed on the customer's or participant's (end) devices.

4.2. Rights of use

The customer or participant is granted a non-exclusive, non-transferable, non-sublicensable right to use the SaaS software for a fee for the duration of this contract. The provisions of this Section 18.2 conclusively regulate the rights of use of the customer, the participant.

The SaaS software also includes the granting of a right to use learning media to the extent agreed in the contract.

The right of use exclusively includes the right to use the SaaS software remotely via a data line for the customer's or participant's own purposes during the term of the contract. The customer shall immediately change the password to a secure password known only to him/her.

Under no circumstances may the learning media be used in a manner contrary to the contract or the law or for unlawful purposes (including infringement of third-party property rights or use of unlawfully obtained or processed data). In particular, the customer, the participant and other authorised users of the customer are prohibited from publishing the contractual learning media in whole or in part or distributing them on public platforms. The customer shall indemnify the provider against all costs, expenses and liability incurred by the provider as a result of use in breach of contract or the law. The Provider is also authorised to delete illegal data without further notice.

The customer undertakes to comply with the system requirements contained in the contract and the user documentation at all times.

The rights of use to third-party software created by third parties granted to the customer or participant by the Provider shall be limited to the rights of use granted to the Provider by the third party. The customer may not copy the SaaS software as such or the structure of the database. The customer shall take all possible and reasonable precautions to ensure that third parties within its sphere of influence do not have access to the SaaS software. In the event that unauthorised access by a third party to the SaaS platform and software within the customer's or participant's sphere of influence is detected, the customer shall report this to the Provider immediately. He/she shall support the Provider in taking all permissible measures to protect his/her interests.

The user documentation referred to in the contract is part of the granted right to use the SaaS software and is made available by the Provider in electronic form. Insofar as the Provider enables the user documentation to be downloaded,

the customer may download the documentation from the Provider's server via data line and save, print and reproduce a reasonable number of copies for the purposes of this Agreement, while retaining any existing proprietary notices. He/she is not entitled to a printed version of the user documentation.

4.3. Intellectual property

The Provider or the software manufacturer shall be entitled to all intellectual property rights to the Cloud Service made available to the customer or participant in accordance with this contract. In particular, the customer shall not acquire any rights to the SaaS software itself (documentation included), the developments and the Provider's expertise, unless expressly agreed otherwise in the contract or in the annex.

4.4. Warranty

The Provider warrants that the SaaS Software complies with the contractually agreed specifications for the duration of the contract. In the event of defects that are notified to the Provider in detail by the customer or by the participant as soon as they are discovered, the Provider shall take the appropriate measures required to rectify the defect within a period of time appropriate to the circumstances.

The Provider cannot guarantee that the SaaS software and its server platform are error-free, nor that they can be used without interruption. In particular, the Provider is authorised to suspend access for urgent maintenance work even outside the agreed maintenance windows. The above warranty only applies to the conditions of use recommended and/or agreed by the Provider. The flawless operation of the SaaS software in connection with third-party software is not guaranteed.

In the event of changes or interventions in the SaaS software not carried out by or through the Provider, in the event of incorrect operation or non-contractual operating and/or usage conditions, the warranty shall automatically lapse.

The Provider is obliged to provide its services carefully and professionally. In the event of complaints, the Provider shall take the measures necessary to rectify the defect at no cost to the customer or the participant, provided that the Provider is responsible for the defect and the customer (and its authorised representatives) or the participant is not at fault.

If a third party disputes the ownership and/or the rights of use to the SaaS software that is provided by the Provider to the customer for use on the basis of this Agreement, the customer shall inform the Provider immediately of the claim asserted by the third party. The customer authorises the Provider to conduct and settle the legal dispute on its own, in particular by means of a settlement. The customer shall support the Provider in this regard and follow the Provider's instructions.

This provision conclusively regulates the warranty granted by the Provider and any further warranty of the Provider is expressly excluded.

4.5. Liability

The Provider's liability for culpably caused personal injury is unlimited. Liability for direct damage to property and financial loss culpably caused by the Provider in the fulfilment of this contract is limited to the total amount of one annual fee for the Cloud Service to be paid by the customer.

Any liability of the Provider or its vicarious agents for other or further claims and damages, in particular claims for compensation for indirect, incidental or consequential damages, loss of profit, loss of use, unrealised savings, loss of earnings, operating or production losses - irrespective of their legal basis - is expressly excluded.

Under no circumstances shall the Provider be liable for the unlawful content of the data provided by the customer or participant and stored by the Provider or for the misuse of such data by the customer or participant.

This limitation of liability applies irrespective of the legal basis of the liability. Further mandatory statutory liability, e.g. for gross negligence or unlawful intent, remains reserved.

4.6. Various provisions

Data protection

The information on data protection in the provider's privacy policy applies. [https://time2learn.ch/de/datenschutzerklae-rung/](https://time2learn.ch/de/datenschutzerklaerung/)

4.7. Final provisions

Applicable law

This contract shall be governed by Swiss law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 and to the exclusion of its conflict of law provisions.

Dispute settlement

Both contracting parties undertake to endeavour in good faith to reach an amicable settlement in the event of differences of opinion in connection with this contract.

Place of jurisdiction

If, despite the efforts of the contracting parties, no amicable agreement can be reached, the judge at the Provider's registered office shall have exclusive jurisdiction to decide all disputes arising from or in connection with this contract, subject to the Provider's right to sue the customer or participant at their place of residence or domicile.