

Terms and Conditions for Course Participants¹

SPIRALDYNAMIK® AKADEMIE AG

1 General Terms

- 1.1 Spiraldynamik® is an anatomical, method-independent therapy- and movement concept. The main objective is health promotion through anatomically correct movement in the therapeutic, preventive, and pedagogical domain.
- 1.2 The Spiraldynamik® Akademie AG is a licensee of Spiraldynamik® Holding AG.
- 1.3 Spiraldynamik® has no political or religious affiliations and is methods neutral.

2 Jurisdiction

- 2.1 The Spiraldynamik® Akademie AG organises courses and trainings of Spiraldynamik® for both members of the public and professionals.
- 2.2 Separate terms and conditions apply to those courses organised by third parties, namely those of the respective provider.
- 2.3 External employees and licensed organisers (domestic and foreign) hold a mandate relationship with the Spiraldynamik® Akademie. They are responsible for settling social insurance contributions, tax liabilities etc. on their own behalf. See Art. 5 for further information concerning liability and insurance.

3 Quality Assurance

- 3.1 The Spiraldynamik® teaching staff work to the highest professional standards in their field. They have undergone several years of advanced training and are legally bound to complete advanced periodic training.
- 3.2 In the interest of quality assurance and transparency, the Spiraldynamik® Holding AG sets and defines all teaching content, pricing schemes, royalties and fees, as well as the number of participants in each course and training module.
- 3.3 Spiraldynamik® diplomas and/or participation certificates do not constitute an entitlement or authorisation to practice a (healing) profession. The laws and regulations in force are authoritative and must be observed.

4 Overview of Services

- 4.1 Office
 - ▶ Information
 - ▶ Course administration
 - ▶ Insider service
- 4.2 Courses on offer
 - ▶ Target-group-specific introductory courses (athletics, physiotherapy, ergo therapy, yoga ...)
 - ▶ Interdisciplinary or target-group-specific training modules in four stages (Basic, Intermediate, Dipl. Intermediate and Dipl. Advanced)
 - ▶ Further training for Spiraldynamik® teaching staff and specialists
 - ▶ Advanced training for Spiraldynamik® teaching staff
 - ▶ Organisation of the annual Spiraldynamik® Congress

5 Liability and Insurance

- 5.1 Insurance coverage in the event of accident, third-party liability, and theft etc. is the sole responsibility of the course participant.
- 5.2 Teaching staff hold a mandate relationship:
 - ▶ They must possess adequate insurance coverage (accident, illness, liability) and are required to provide relevant authentication to the Spiraldynamik® Akademie, particularly concerning the conclusion of a liability insurance policy.
 - ▶ Employees of the Spiraldynamik® Akademie AG are excluded from the abovementioned responsibilities, as they are covered by a collective corporate insurance agreement.
- 5.3 For those courses organised by, and executed under the responsibility of a third party, and for which Spiraldynamik® Akademie merely delegates experts, consultants, and/or speakers, it is advised that the organising party purchase appropriate insurance coverage. In either case, course participants are to be informed of their responsibilities.
- 5.4 Spiraldynamik® Akademie AG is responsible for observing the same care that it customarily applies in its own affairs. It is only liable for personal injury or damage to property if these are (i) caused by the misconduct of the course administration & execution, or through Spiraldynamik® Akademie delegated experts, consultants, or speakers, and (ii) covered by the appropriate insurance.

¹ Any use of masculine forms in these General Conditions for Course Participants (GCCP) also includes female persons.

6 Data Protection

- 6.1 By registering for a training module or course you consent to the storage of your data. This will not be passed on to third parties, and will be used solely for internal purposes. The only exception to this rule is if the training module or course is executed in conjunction with an external provider, in which case your data will be shared accordingly. The terms and conditions of the cooperating party will also apply.
- 6.2 Spiraldynamik® Akademie rejects any liability claims tied to image-, audio-, or video recordings taken throughout training modules and courses. Any such recordings of participants are allowed only with the explicit consent of the parties involved. Here, however, the individual rights of the persons concerned must be preserved and their consent must be obtained beforehand. The same applies for any reproductions of the recorded materials. The Spiraldynamik® Akademie assumes no liability in this respect.

7 Course Fees

- 7.1 The amount of the course fees are set by the Spiraldynamik® Holding AG in a binding matter.
- 7.2 Fee reductions available for natural persons at the time of registration:
- ▶ A 20% reduction is granted for students (up to the age of 27 and with a valid matriculation certificate) wishing to complete the Basic training module.
 - ▶ Insiders with an active membership receive fee reductions for: Training modules (10% reduction), Spiraldynamik® Congress (special insider-tariff of 50%)
 - ▶ Individuals wishing to repeat the Basic training module receive a 50% reduction for the second booking, provided they have successfully completed the first Basic training module, and that sufficient places are available. Registration is only possible 8 weeks prior to the start of the course.
 - ▶ Individuals wishing to repeat the Intermediate/ Intermediate Specific training module receive a 50% reduction for the second booking, provided they have successfully completed the first Intermediate/ Intermediate Specific training module, and that sufficient places are available. Registration is only possible 2 weeks prior to the start of the course.

8 Registration

- 8.1 The registration is binding and course fees are due at the time of registration.
- 8.2 Registration is to be in written form and sent directly to the organising party. The details of the organising party can be found in the course description.
- 8.3 By registering for a course or training module, participants consent to the terms and conditions. The issuance of a training contract may thus be dispensed with.
- 8.4 Course registrations are personal and are only valid for the person indicated on the registration confirmation. The attendance of another person, other than the one specified in the registration confirmation, is not envisaged.

9 Payment Conditions

- 9.1 All prices are quoted in Swiss Francs or Euros (or as otherwise specified). Payments in other currencies are subject to the relevant exchange rate at the time of the transaction. Transaction- and banking fees are charged to the course participant.
- 9.2 Invoices for all persons registered in Switzerland shall be issued in CHF. All other participants shall receive an invoice in EUR. The determining factor is the place of residence.
- 9.3 The invoice is sent exclusively to the address provided in the registration. Address alterations at a later date are not possible.
- 9.4 The reference number is to be quoted when transferring fees from abroad. Checks and credit cards are not accepted.
- 9.5 Course fees are to be paid as follows:
- ▶ For the training modules Basic, Intermediate & Intermediate Specific, the registration fee (500.00 CHF / 334.00 EUR) is to be paid within 30 days of the registration date.
 - ▶ The remaining amount is due 30 days prior to beginning of the course.
 - ▶ For all other courses, as well as the Spiraldynamik® Congress, the owed amount is to be paid 30 days prior to the beginning of the course/ event.
- 9.6 As a training institution, Spiraldynamik® Akademie is non-liaible for VAT in accordance with current Swiss law.

10 Cancellation, Absenteeism, Rebooking, Withdrawal, Re-entry

- 10.1 General terms
- ▶ To reduce the exposure to financial risk, we advise that each participant conclude an insurance policy that will cover cancellations.
 - ▶ Reimbursements abroad are only done in Euros. Please provide bank details – account number, account holder information, bank name, bank identification code (BIC) – to the organising party in written form. Banking fees are charged to the course participant.

- 10.2 In every² case, the fees for withdrawal prior to the beginning of the course are as follows:
- ▶ Single-day courses, training groups, introductory courses, training- and Advanced modules:
Up to 30 days prior to the beginning of the course: CHF 80.00 | EUR 50.00
Between 29 days and 7 days prior to the beginning of the course: 50% of the course fees
6 days or less prior to the beginning of the course: payment of the course fee is due in full
 - ▶ Basic, Intermediate, and Intermediate Specific training modules: registration fee (generally CHF 500.00 | EUR 334.00)³
- 10.3 In every⁴ case, the fees for withdrawal after the beginning of the course are as follows:
- ▶ Basic training module: pro-rata reimbursement, minus registration fee (generally CHF 500.00 | EUR 334.00)³
 - ▶ Other courses: no refund or reimbursement will be provided
- 10.4 Absenteeism and missed course sections:
- ▶ Basic training module: participants can, where possible, repeat missed course sections. There exists, however, no automatic right to such a claim. A processing fee of CHF 80.00 | EUR 50.00 will be charged in any case (even if the original course was organised by an external/ third-party)
 - ▶ Other courses: unfortunately it is not possible to make up for missed course sections/ days
- 10.5 In every case, rebooking is charged with a fee of CHF 80.00 | EUR 50.00.
- 10.6 Cancellations and rebooking concerning the Spiraldynamik® Congress will, in every case, be charged with a fee of CHF 80.00 | EUR 50.00.
- 10.7 Re-entry in the Basic training module after a temporary interruption is possible within 24 months. In the event of long-term interruption, all course days must be repeated in order to successfully complete the training module. The fees for the previously attended course days will be calculated with a discount of 50% (see Art. 7.2).
- 10.8 Re-entry in any other course after temporary interruption is, analogically with Art. 10.4, not possible.
- 10.9 For events organised by external parties, the terms and conditions of the respective party apply.

11 Program Changes

- 11.1 A minimum and maximum number of participants is determined for every course. Spiraldynamik® Akademie retains the right to postpone courses with insufficient numbers of participants; combine courses; suggest a higher course fee; overbook courses in exceptional cases; or cancel the course on short notice and reimburse all participants with the full amount. Spiraldynamik® Akademie will not cover any incurred costs (hotel, flight etc.) in the event of cancellation.
- 11.2 Spiraldynamik® Akademie explicitly reserves the right to change the teaching person prior or during the course, and postpone individual course sections. These do not constitute a cancellation.

12 Certificates and Diplomas

- 12.1 Teaching assignments, certificates, and diplomas are issued explicitly by the Spiraldynamik® Akademie AG on behalf of Spiraldynamik® Holding AG.
- 12.2 Please refer to the course concepts and curricula for an overview of the rights and responsibilities associated with the awarded certificates and diplomas.
- 12.3 A fee of CHF 20.00 will be charged for the issuance of a second copy of certificates and diplomas.

13 Rights of Use

- 13.1 Spiraldynamik® is an internationally protected and registered trademark. Any use without written consent from Spiraldynamik® Akademie is prohibited.

14 Supplementary Provisions

- 14.1 The Spiraldynamik® Akademie AG reserves the right to alter these general terms and conditions at any time.

15 Place of Jurisdiction

- 15.1 Any legal disputes tied to these terms and conditions are subject to Swiss law. The registered domicile of the Spiraldynamik® Akademie AG shall be the place of jurisdiction.

Zurich, February 2018

² Applicable in the event of hindrance, sickness, illness, and other events.

³ courses with a reduced fee apply as a registration fee a percentage of the course charge, according to the normal price of the course type.

⁴ Applicable in the event of hindrance, sickness, illness, and other events.