

General Terms and Conditions

1. Scope of Application

1.1 Applicability of the GTC

These General Terms and Conditions (GTC) apply to all services and products of Ninja Services or Erich Roth (hereinafter collectively referred to as "Provider") and govern the contractual relationship between the Provider and its contracting parties.

1.2 Types of Services

The Provider provides both paid and unpaid services in accordance with the applicable contractual bases as defined in Section 2 of these GTC. The nature and scope of the services are determined by the forms of contract conclusion described therein and the corresponding service specifications.

1.3 Contracting Parties and Representation

Contracting parties are the natural or legal people named in the offer or order. If a person acts on behalf of the Provider or third party, they confirm upon conclusion of the contract that they are authorized to represent said entity. The Provider may request proof of such authorization.

1.4 Applicability to Contracting Parties

These GTC apply to all services and products mentioned above, as well as to all other services provided directly or indirectly by the Provider to its contracting parties. They also apply to services rendered by third parties commissioned by the Provider.

2. Conclusion of Contract

2.1 Contract via Offer

A contract between the Provider and the customer is concluded through written or electronic acceptance of an offer by the Provider regarding the provision of services or products.

2.2 Contract via Use or Order

A contract is also deemed concluded if the customer uses services or orders products from the Provider without having expressly accepted an offer beforehand.

2.3 Oral Agreements

Oral agreements are valid if expressly confirmed by the Provider or evident through actual performance of the agreed service.

2.4 Implied Consent

Implied consent exists if the customer raises no objections after receiving an offer, service, or invoice and uses, pays for, or otherwise accepts the service or product.

3. Prices

3.1 Currency and Tax Information

Unless otherwise agreed in writing, all prices are quoted in Swiss Francs (CHF) and exclude applicable VAT and any other relevant taxes or charges.

3.2 Validity of Offers

Unless otherwise stated, offers from the Provider are valid for 30 days from the date of issuance.

3.3 Price Validity at Contract Formation

The Provider reserves the right to adjust its prices at any time. The prices applicable to the customer are valid at the time the contract is concluded.

3.4 Price Commitment for Long-Term Contracts

For long-term contracts (e.g., framework agreements or recurring services), the agreed prices remain binding for the duration of the contract, unless otherwise agreed in writing.

3.5 Price Adjustments Due to Legal Changes

The Provider is entitled to adjust prices during the contract term if changes in legal conditions directly affect pricing (e.g., changes in VAT or other statutory charges).

4. Payment

4.1 Payment Deadline and Methods

The customer is obligated to pay the invoiced amount within 10 days from the invoice date, unless payment is already made during the ordering process via credit card or other accepted payment systems.

4.2 Delivery on Invoice and Credit Check

The Provider reserves the right to determine whether delivery on invoice is permissible. For this purpose, the Provider may conduct an address and creditworthiness check. Relevant personal data may be transmitted to the Swiss Creditreform Association and partner companies. The current privacy policy of Creditreform applies.

4.3 Advance Payment

The Provider reserves the right to demand advance payment at any time without providing reasons.

4.4 Payment Default and Reminders

If the invoice is not paid within the specified payment period, a reminder will be issued. Continued non-payment results in automatic default.

4.5 Default Interest

From the beginning of default, the customer owes interest at a rate of 5% per year, in accordance with Article 104 of the Swiss Code of Obligations.

4.6 Exclusion of Set-Off

Offsetting the invoiced amount against any claims the customer may have against the Provider is excluded.

4.7 Right to Withhold Services in Case of Default

In the event of payment default, the Provider is entitled to withhold the provision of services or delivery of products.

5. Obligations of the Provider

5.1 Provision of Services

Unless otherwise agreed, the Provider fulfills its obligations by providing the agreed services. These services include those defined in writing or communicated at the time of contract formation. Services may be delivered at the customer's location, the Provider's office, or another location determined by the Provider's discretion. Online-only service delivery is not excluded.

Travel Expense Policy: If the services are performed outside the Provider's registered office, the client shall bear all related travel expenses incurred by the Provider. These include Business-Class air travel, first-class public transportation, a mileage allowance of CHF 1.00 per kilometer when using a

private vehicle, as well as rental car costs where required or appropriate. Also covered are accommodation in mid-range hotels and reasonable meal expenses in line with customary per-diem rates. All expenses must be necessary, reasonable, and transparent. Advance notification of expected expenses is not required unless a flat-rate or individual expense arrangement has been expressly agreed.

5.2 Use of Auxiliary Personnel

Both parties may engage auxiliary personnel to fulfill contractual obligations. The use of such personnel must comply with all applicable legal requirements and collective labor agreements.

6. Obligations of the Customer

6.1 Duty to Cooperate

The customer is obliged to provide all necessary cooperation for the provision of services in a timely, complete, and free-of-charge manner. Failure to do so may result in service delays or additional charges.

6.2 Provision of Information and Documents

The customer must provide all relevant information, documents, and access required for the agreed services in a timely and appropriate manner. The customer is solely responsible for the accuracy, completeness, and legality of the materials provided.

7. Trainings, Workshops, and Events

7.1 Participation Conditions

Registration for trainings, workshops, or similar events is binding. The customer agrees to comply with participation requirements, including punctual attendance, active engagement, and adherence to applicable safety and conduct rules.

7.2 Cancellation and Rescheduling by the Provider

The Provider reserves the right to cancel or reschedule events for valid reasons, such as illness of instructors, insufficient participant numbers, or force majeure. Fees already paid will be fully refunded in case of cancellation. Further claims by the customer are excluded.

7.3 Insurance

The customer is responsible for maintaining adequate personal insurance coverage (accident, health, liability) during participation in trainings, workshops, and similar events. The Provider disclaims any liability for uninsured damages.

8. Withdrawal and Cancellation

8.1 General Right of Withdrawal

Withdrawal from an order or registration is only valid in writing and subject to the following conditions.

8.2 Withdrawal Deadlines for Events

Withdrawal up to 10 (ten) days before the start of the event is free of charge. Withdrawal up to 5 (five) days before the event incurs 50% (fifty) of the agreed participation fee. If withdrawal occurs later or the customer fails to attend, the full participation fee is due.

8.3 Provided Documents and Content

Withdrawal after ordering but before provision or use of documents, templates, or drafts is free of charge. Once content

has been provided by the Provider or used by the customer - regardless of whether it involves general templates or individually created documents—withdrawal is excluded. The agreed fee remains payable.

8.4 Withdrawal by Consumers

If the customer qualifies as a consumer under Art. 32 of the Swiss Civil Procedure Code (ZPO), mandatory consumer protection provisions apply. In particular, consumers have a statutory right of withdrawal within 14 days, unless the service or product is custom-made or clearly tailored to personal needs.

9. Retention of Title

Until full payment is received, all delivered products, documents, and developed results remain the property of the Provider.

10. Intellectual Property and Usage Rights

10.1 Copyright

All documents, concepts, templates, training materials, and other content created by the Provider are protected by copyright, unless expressly agreed otherwise.

10.2 Usage Rights

The customer receives a simple, non-transferable, and non-exclusive right to use the content provided by the Provider, limited to the contractually agreed purpose. Any distribution to third parties, publication, or use beyond the contractual scope requires the Provider's prior written consent.

10.3 Infringement of Intellectual Property Rights

If the customer violates the Provider's intellectual property rights, they are obligated to compensate the Provider for all resulting damages.

11. General Limitation of Liability

The Provider is not liable for indirect damages, consequential damages, or loss of profit. Liability for direct damages is limited to the amount paid by the customer for the relevant service, product, or content. Any liability for auxiliary personnel is excluded. The customer must report any damage or defects to the Provider immediately. This also applies to damage arising in connection with trainings, workshops, or similar events, whether conducted physically or digitally. The customer is responsible for maintaining adequate insurance coverage (see Section 7.3). Liability for intentional or grossly negligent conduct remains unaffected.

12. Confidentiality

12.1 Duty of Confidentiality

Both parties agree to keep all confidential information obtained during the collaboration secret and to use it solely for the purpose of fulfilling the contract.

12.2 Exceptions

The duty of confidentiality does not apply to information that is publicly available, already known to the receiving party, or must be disclosed due to legal obligations.

13. Data Protection

13.1 Data Processing Within the Scope of the Contract

The Provider is entitled to process and use personal data collected during contract formation to fulfill its contractual obligations. The Provider takes all legally required measures to secure and protect the data.

13.2 Consent and Disclosure to Authorities

The customer fully agrees to the storage and contractual use of their data by the Provider. The customer acknowledges that the Provider may be required and entitled to disclose relevant information to authorities or third parties upon official or judicial request.

13.3 Use for Marketing Purposes

Unless expressly prohibited by the customer, the Provider may use collected data for its own marketing purposes and share it with contracted partners for promotional use.

13.4 Disclosure to Service Partners

To fulfill the agreed services, necessary data may be shared with commissioned service partners or other third parties. The Provider's current privacy policy applies.

13.5 Rights of Data Subjects

Personal data is processed in accordance with the revised Swiss Data Protection Act (revDSG) and, where applicable, the EU General Data Protection Regulation (GDPR). Data subjects have the right to access, correction, deletion, restriction of processing, and data portability. Requests must be submitted in writing to the Provider's address listed in the legal notice.

14. Force Majeure

14.1 Exemption from Performance Obligations

If a party is unable to fulfill its contractual obligations due to force majeure (e.g., natural disasters, pandemics, government orders, war, strikes), it shall be exempt from its obligations for the duration and extent of the disruption.

14.2 Duty to Notify

The affected party must promptly inform the other party of the occurrence, expected duration, and impact of the force majeure event.

15. Amendments to the Contract

Any amendments or additions to these General Terms and Conditions or other contractual components must be made in writing. This also applies to any changes to the requirement of written form itself.

16. Assignment and Transfer

Rights and obligations under the contractual relationship may only be assigned or transferred with the prior written consent of the other party.

17. Severability Clause

If any provision of these GTC is found to be wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, a rule shall apply that most closely reflects the economic intent of the original provision.

18. Notices

All notices related to the contractual relationship must be made in writing, either by postal mail or electronically (email), and sent to the addresses specified in the contract or legal notice.

19. Governing Law and Jurisdiction

These General Terms and Conditions are governed by Swiss law. Unless mandatory legal provisions dictate otherwise, all disputes arising from or in connection with this contract shall be subject to the exclusive jurisdiction of the courts at the Provider's registered office. The United Nations Convention on Contracts for the International Sale of Goods (CISG; SR 0.221.221.1) is expressly excluded. If the contracting party qualifies as a consumer under Swiss law, the statutory place of jurisdiction at the consumer's residence shall apply.

20. Language

These GTC are provided in German. In the event of discrepancies between translations, only the German version shall be binding.