

Avaloq Academy

Terms and Conditions

Version 1.1

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Terms & Conditions

Introduction

Avaloq Evolution AG, Allmendstrasse 140, CH-8041 Zurich (“AVALOQ”), offers training in connection with the “Avaloq Banking System” (“PRODUCT”) through the Avaloq Academy. These General Terms and Conditions of the Avaloq Academy (“GTC”) shall govern the range of, and arrangements for, the courses and certifications offered by AVALOQ in connection with the PRODUCT. AVALOQ may unilaterally amend or replace these GTC at any time. The currently valid version of the GTC is published on the website academy.avalooq. By registering for a course and/or certification, the registrant and participant declare themselves in agreement with, bound and obligated by the currently valid version of the GTC and additional rules that are in application, with regard to their rights and obligations connected with the course and/or certification.

Courses And Certifications

1. Offering and Execution

The current course programme is published on the website academy.avalooq and may be adjusted or changed by AVALOQ at any time. AVALOQ reserves the right to adjust or change the programme at any time or to not offer individual courses and/or certifications.

2. Registration

Registrations for courses and/or certifications are generally accepted via websites designated by AVALOQ, e.g. academy.avalooq. However, there shall be no entitlement to participation and AVALOQ and/or the respective provider reserves the right not to recognize registrations.

3. AVALOQ Certification

The courses offered in connection with the PRODUCT may entail exams which, when passed, shall result in the certification of the course participant. AVALOQ shall decide the content of the certification exams, the examination criteria and whether or not a participant has passed a certification exam. Charges are levied for all certifications. A certificate shall be valid for two years following the date of issue. The holder of a certificate shall him or herself be responsible for its renewal and shall not be explicitly advised by AVALOQ of the expiration of validity. The result of the exam (passed/not passed) shall be reported to the participant and the registering legal entity or individual. The further applicable rules for certification are published at academy.avalooq and/or on the website of the relevant provider.

General Code of Conduct

The participant shall be obliged to use any infrastructure provided to him or her (training rooms, IT resources, etc.) exclusively in accordance with the applicable regulations. In particular, the participant shall not be permitted to install programs, files, etc., on the IT resources provided, or to delete, change, copy or modify in any way programs, files, etc. that are installed on the IT resources provided, or to connect own devices (computer, memory sticks, etc.) to the IT resources provided. In the event of a violation of the abovementioned obligations or other misconduct, the participant may be excluded from training without reimbursement of fees. If the infrastructure is damaged through the fault of the participant, all costs for repair or replacement shall be charged to the participant at fault. In addition, AVALOQ expressly reserves the right to claim additional damages. AVALOQ may enact additional regulations and/or rules in connection with the provision of training.

Avaloq Academy Internet Platform

Each participant who registers for a course shall be required to first open a customer account in his or her name on the Avaloq Academy Internet platform. Upon registering, a personal, non-transferable password shall be assigned to the participant. The information in this account shall be managed by the person him or herself before, during and after the course.

The participant's employer shall also receive access and the right to manage the employee's information, and the participant hereby expressly consents to this arrangement. In addition, AVALOQ shall be entitled to inform third parties of whether a specific individual has a certification, and if so, which certification he or she has and how long it is valid.

Fees

Fees shall be payable for the services provided by the Avaloq Academy. The currently valid price list is published at academy.avalooq and/or on the website of the relevant provider. The right to alter prices at any time shall be reserved. All published prices exclude statutory value-added tax and other charges. By registering, the individual or legal entity completing the registration accepts the prices that are applicable according to the current price list. The prices shall be paid in full upon confirmation of registration by AVALOQ.

Cancellations and Re-Bookings

Registration is binding. If the participant is unable to attend, he or she may cancel his or her registration (by e-mail) up to 31 days before the course begins and re-book the course at no charge. For a cancellation occurring after this deadline, the following course fees shall be paid:

- 28 – 15 days prior to the start of the course – 50% of the course's cost
- within 14 days prior to the start of the course – 100% of the course's cost
- For non-attendance – 100% of the course's cost

Instead of cancelling, the registered participant shall also have the option of designating a substitute participant (equally qualified) before the course begins. If a course is cancelled by AVALOQ, any payments already made for it shall be reimbursed without interest. If a scheduled course cannot be run by AVALOQ or the respective provider due to force majeure (e.g. accident or illness of a course instructor, etc.), a replacement course shall be offered which the participant shall attend. In such cases, the participant shall not receive any reimbursements, etc.

Usage Rights

The documentation and other materials provided to a participant in the Avaloq Academy are non-binding illustrative material and may be used only by the participant. The productive use or use for productive purposes of the documentation and other materials provided shall be prohibited. Copying, utilising and/or recycling the materials shall only be permitted with prior written approval of AVALOQ. AVALOQ reserves all rights (in particular copyright, trademark, etc.). In particular, no usage rights to the PRODUCT shall be granted or transferred.

Recording

Every kind of recording during the course is strictly prohibited.

Data Protection

For the provision of services under these GTC, AVALOQ shall process the personal data of registering individuals and legal entities and participants in courses and/or certifications ("CUSTOMER DATA").

These CUSTOMER DATA shall be processed for the following purposes:

- for the provision of services, in particular giving courses and/or certifications and invoicing;
- for administrative purposes;
- to allow the employer of an individual to access and update specific specialist areas;
- to provide information to third parties about certifications;
- to inform registered individuals, legal entities and participants about products and services from AVALOQ and/or associated companies (e.g. new training on offer, etc.).

If necessary, CUSTOMER DATA may be processed outside of Switzerland and made accessible to companies associated with AVALOQ, employers of certified individuals and third parties inside and outside of Switzerland.

Due Diligence

AVALOQ shall provide all services under these GTC as a mandate in accordance with Art. 394 et seq of the Swiss Code of Obligations (OR).

Exclusion of Liability

To the fullest extent permissible by law, AVALOQ (including its agents) shall expressly disclaim liability for direct or indirect damage.

Final Conditions

Transfer of rights and obligations

AVALOQ shall be entitled to transfer the rights and obligations arising from these GTC to third parties, either individually or in their entirety.

Performance by third parties

AVALOQ shall be entitled to transfer the performance of services under these GTC, either entirely or in part, to third parties as subcontractors. In this case, AVALOQ shall bear the same responsibility for services provided by third parties as for its own services.

Offsetting

The offsetting of payments owed under these GTC with any claims against AVALOQ shall not be permitted.

Invalidity

If any provision of these GTC should be invalid or be declared invalid, the enforceability of the other provisions shall not be affected thereby. The invalid or ineffective provisions shall be replaced by other provisions that are valid as to their form and contents and that come as close as possible to the purpose and intentions of the invalid or ineffective provisions. On the basis of these GTC, no rights shall be granted other than those explicitly listed in these GTC. In particular, no rights (intellectual property rights such as copyright, trademark, etc.) to the PRODUCT shall be transferred to the registrant and/or participant.

Applicable law and place of jurisdiction

The form, content and interpretation of these GTC shall be governed exclusively by substantive Swiss law. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply. **Zurich 1 shall be the exclusive place of jurisdiction.**

Avaloq Academy



To know more about our courses visit
<https://avaloq.academy/en/courses/offered-courses>
or scan the qr code.