

General Terms and Conditions Events and Portals (“GTCs”); Effective Date September 2022

1. Scope of application

The following GTCs apply to participants in a course, workshop, forum, webinar, seminar, (online) event, consultation (e.g. in the context of a trade fair), (online) training, survey or other event (“Event”) when participating in such an event of Abacus Research Inc. (“Abacus”) or a company of the Abacus Group (“Event Organiser”). These GTCs also apply when using the Abacus Portals (“Portal”) such as the PartnerPortal (including the knowledge base, the Jira platform, AbaLicense, Media-Hub, EducationHub, and brand guidelines).

Terms used in the text are to be understood as gender-neutral.

2. Registration for an Event

Registration (in writing, by post, online, by telephone) is binding on the participant. The registration will only be accepted upon confirmation by the Event Organiser.

3. Deregistration, rebooking, changes and cancellation

If unable to attend, the participant may de-register in writing (letter, e-mail) at no cost until 15 days before the start of the Event. The relevant time is receipt of the de-registration by the Event Organiser. Any participation fee already paid will be refunded. The participant bears the burden of proving that cancellation notice was received. In the event of short-term cancellations (also due to illness or accident), the following rules apply to Events with a fee:

Date of de-registration	Cancellation fee plus VAT
15 days or more before the Event starts	Free of charge
14 days or less before the Event starts	50% of the fee
7 days or less before the Event starts	100 % of the fee
Absence from the Event	100 % of the fee

Fees for course material already received are not reimbursable under any circumstances. The participant will also be liable for these fees in the event of de-registration.

Participation fees will not be reimbursed in the event of partial attendance at an Event by the participant for any reason whatsoever (including illness and accident).

The participant has the right at any time to designate a substitute participant who fulfils the requirements for participation in the Event (exceptions may apply to tickets for a trade fair). The participant will remain liable to the Event Organiser for a participation fee until such time as the substitute participant has paid it.

If the participant rebooks the Event to another date (14 days or less before the Event starts), a processing fee of CHF 80.00 plus VAT will be charged.

The Event Organiser reserves the right to modify the Event programme, cancel Events due to insufficient participation or for other reasons, no later than one week before the start of the Event or to reschedule them to another location or time. This is without prejudice to short-term cancellation (less than one week before the Event) for special reasons.

In the event of cancellation, participation fees already paid will be reimbursed. Participants will have no further claims in the event of cancellation or modification of an Event.

4. Content of the Events

Certain courses require the fulfilment of specific eligibility requirements. If the participant does not fulfil such requirements, the learning objective may not be achieved. This is the responsibility of the participant.

Individual company seminars are tailored to that company’s specific needs, which is why the course schedule and location as well as other conditions are defined in individual contracts.

5. Participation in a sweepstake

The Event Organiser may conduct sweepstakes at its discretion, subject to the following conditions:

Participation in the sweepstake is voluntary and there is no entitlement to participate. Only persons ages 18 and older are eligible. By participating in the sweepstake, the participant confirms that he or she has reached the age of majority. In order to claim a prize, he or she must be a resident of Switzerland. Only one-time participation in a sweepstake is possible. Employees of the Event Organiser are excluded from participating in the sweepstake. Additional conditions of participation are possible and will be announced during the sweepstake.

If uploading a photo/video is required to participate, the participant consents to its publication, including name and company name.

The winners will be determined randomly or as specified in the respective sweepstake by the Event Organiser. Some sweepstakes require the disclosure of data (e.g. company name, name, address, telephone number, or e-mail) to third parties such as distribution or solution partners to check the conditions of the sweepstake, to conduct the sweepstake or to deliver or redeem the prize.

If the winner is not a company but an employee of such a company, the latter shall ensure that the employer consents to the employee accepting the prize.

Winners will be notified directly at the Event or later by e-mail. The notification will be made without warranty.

If a winner does not come forward within 2 weeks of sending the notice, his/her claim to the winnings will be forfeited.

Similarly, if the prize cannot be shipped within one month of the first notice of the prize for reasons under the winner’s control, the claim is forfeited.

The prize will be sent by post to the postal address specified by the winner. The delivery is made free of charge within Switzerland. The place of performance will remain the Event Organiser’s registered office despite payment of shipping costs by the Event Organiser.

It is not possible to receive the prize in cash or to exchange it. The Event Organiser excludes any liability with regard to the prize to the extent permitted by law. The Event Organiser is not liable for legal and/or material defects in the prize.

When claiming a prize, the winner will be liable for any damage caused by him/her or by his/her employees.

Recourse to a court of law is excluded.

6. “Catch Mister Time” Game

Any participant in the “Catch Mister Time” game who discloses his/her data (such as e-mail address) may participate in the sweepstake. Winners are those who earn the highest number of points in the game. Other winners may be identified at the discretion of the Event Organiser, depending on the number of prizes or the results according to points (e.g. 2nd and 3rd place). The game can be played multiple times and the e-mail address provided multiple times, but only the best point score decides whether the participant wins a prize.

7. Courses for partners

In the case of a course for partners, copyrighted course material will be sent by e-mail after registering.

The participant may receive a link for access to a learning environment (e.g. to a sample client) that is protected by a login and password for the purpose of practising the course content and for an examination. The participant is obligated to use the authentication process provided, choose a strong password, keep login data confidential and not disclose it. Access may be available to the participant during the course and for the examination.

The Event Organiser does not guarantee uninterrupted access to the learning environment. Interruptions due to maintenance work or other malfunctions are possible. The Event Organiser shall endeavour to keep the periods of non-availability as short as possible. Data backups will be performed automatically by the Event Organiser.

Data made available in the Event Organiser’s learning environment are fictitious data. The participant shall also use fictitious data in the learning environment. The participant him/herself is responsible for the data processing carried out there.

The Event Organiser will have full access to the learning environment in order to provide the participants support and to evaluate examinations. Thereafter, all data in the learning environment will be deleted and all access rights revoked.

General Terms and Conditions Events and Portals (“GTCs”); Effective Date September 2022

The participant will receive a course participation confirmation and, after successfully passing a (mandatory) examination, a certificate. The examination consists of theory and practice.

A contracted service provider shall be commissioned to administer the theoretical examination. For this purpose, the participant will receive a link by e-mail requiring the participant to sign up with his/her e-mail address and the name of the company for which he/she works. After the theoretical examination, the Event Organiser receives the assessment and can evaluate it together with the results of the practical examination. The participant will receive the result of the examination by e-mail. The Event Organiser reserves the right to publish information about participants with certificates specifying their name, company name and possibly a photo/company logo (e.g. on a website, in a flyer, reports in the Event Organiser’s customer magazine, in company presences on social media, in Abacus Portals, etc.) and to delete these publications at any time without stating any reasons.

8. Abacus certification program

In order to obtain a certificate as a participant in the Abacus certification program, it is necessary to participate in the courses prescribed for the certificate and successfully carry out a certification project (at the partner’s customer). Depending on the type of certificate, further requirements (such as an examination) must be met. Recertification may also be necessary and subject to certain conditions. The customer must be surveyed in order to validate the certification project. The partner shall ensure that the Event Organiser can carry out the customer survey. This is usually done by telephone or by e-mail using a questionnaire.

In order for a partner to be considered “certified” for a particular certificate, at least two of its employees must hold that certificate. The designation as “certified” will be valid in the calendar year in which it was acquired and will be automatically renewed if the partner meets the requirements at the end of the calendar year. If a certified employee leaves the partner, the partner will have one year to restore the conditions and will continue to be considered “certified” for this year.

In case of successful certification of employees or partners, the Event Organiser can publish their name, the name of the company, possibly with a photo/company logo (e.g. on a website, in a flyer, reports in the Event Organiser’s customer magazine, in company presences on social media, in the PartnerPortal, etc.). The Event Organiser reserves the right to delete these publications at any time without stating reasons. The details of the Abacus certification program can be found in separate documentation, which must be taken into account when participating.

9. Registration for the Portals

In order to use the Portals and their services, it is necessary to open a user account for an organisation (“Owner”). When this occurs, Abacus will receive relevant data about users (such as e-mail address, first and last names) and about the organisation (such as e-mail address, name, company name, Commercial Register entry, legal form, address). A user with specific rights will be created to open an account. The user will receive an e-mail confirmation with an access link, access to the GTCs and the Privacy Policy for registering with the user account. In order to establish the user relationship for the organisation, the applicant must be authorised by the organisation. If this is not the case, the Portals may not be accessed. By logging in, the applicant accepts the GTCs, whereby it is assumed that he/she is authorised to do so.

10. Owner and authorised users, account management

The Owner is responsible for the use of the account, the Portals, as well as for activation and use of the services.

The account allows for all available Portals and services to be managed, new authorised users (“Users”) to be registered with different rights, access and rights to be restricted, roles to be assigned and other functionalities to be used.

After being registered, Users can log in using a secure login process.

Data can be entered into the user account, modified and deleted. The Owner and the Users are obliged to provide accurate and up-to-date information and must enter any changes to this information immediately. This obligation specifically concerns the following circumstances: Changes in the User, company name, contact data and any other fac-

tual or legal situation that could have a material influence on the user relationship with Abacus.

Departed employees must be deleted immediately.

Abacus reserves the right to request proof of the accuracy of the information or to carry out verifications itself.

11. Scope of use of the Portals and services

Within a certain scope of use, the Portals and their services are available free of charge, while some services are available for a fee.

The functionalities of the Portals and services as well as their scope of use can be seen in the respective Portal, in the account, and in the service. The Owner is aware of the Portals and services as well as their functionalities and acknowledges them as proper, appropriate and suitable for use in accordance with the contract.

There is no right to any ongoing updates or functional enhancements of the Portals or of their services. However, Abacus is always striving to improve and develop them further. Abacus can offer new Portals and services at any time without stating reasons, add new functionalities, or modify or remove existing ones. This does not give rise to any claims by or rights of the Owner or its Users.

The Portals and services will be operated and made available to all Owners and Users in the same release and introduced for all at the same time.

The Owner may only use the Portals as well as the services itself and with its Users. The Portals and services may be used by means of telecommunications (Internet) via a browser or by means of compatible applications and mobile apps.

It is the Owner’s responsibility to clarify whether the Portals satisfy its requirements. Abacus gives no guarantee that the Portals or services will comply with them.

12. Obligations of the Owner and its Users

The Owner undertakes to strictly comply with its obligations under these GTCs and to take suitable precautions to ensure that its Users also comply with them to the extent applicable. The Owner will be responsible for their conduct within the framework of the user relationship and will indemnify Abacus against all third-party claims based on non-contractual or unlawful use of the account, Portals or services. In such a case, Abacus reserves the right to claim damages or assert other claims.

The Owner and its Users have the following obligations in particular:

They shall ensure sufficient connection/bandwidth and other technical requirements needed to be able to use the Portals and services within the scope of use granted. The offer of its network providers (TC providers, providers) and the hardware and software required for use of the Portals and services are their responsibility.

They undertake to protect their systems against misuse using state-of-the-art technology, and they minimise the risk of unauthorised access by employing suitable security precautions (e.g. using an up-to-date anti-virus program, firewall, spam filter) and ensure adequate protection against unauthorised access.

They shall provide notification without delay about any disruptions in use and, if possible, assist in remedying any such disruptions.

They shall use strong passwords and the authentication solution prescribed by Abacus.

As a general rule, login data must be changed regularly and immediately if there is reason to believe that unauthorised third parties have gained knowledge thereof.

Abacus must be informed immediately of any suspicion of misuse of a Portal or service so that blocking can be ordered. A notice may be sent to the contact details indicated on the Abacus website.

The Owner is responsible for the content of the data collected or generated by it and its Users on the Portals and services.

When using the services, no data and information shall be stored or processed in the account or on the Portals that violates these GTCs, applicable law or morality. The relevant statutory provisions, particularly with regard to data protection and intellectual property rights, must always be complied with.

Abacus is not obliged to check the content for their legality or lawfulness, but reserves the right to view, modify or delete this content at any time, without notice to the Owner if necessary, if there is any suspicion of illegal or immoral content. In the event of an order from a government

General Terms and Conditions Events and Portals (“GTCs”); Effective Date September 2022

agency or court, Abacus is obliged to hand over or grant access to this content.

It is the Owner's own responsibility to decide which content it processes and stores in the account, the Portals and when using the services and whether the data security offered by Abacus is sufficient for its content. The Owner shall not allow any unauthorised third party to use the Portals or their content and services, whether for remuneration or at no charge.

Abacus has the right to log the use of the offers in the Portals such as the service used, the time and duration of use as well as the identification of the User based on his/her login, to use them for billing and analysis purposes, and to forward them to distribution partners or solution partners. For example, Abacus can evaluate and continuously improve the use of an offer as well as verify and document the fulfilment of contractual obligations.

In the case of the Portals, it is possible to identify who logs in, which services (such as videos) are used and for how long a User uses the service. Thereafter, the Owner may be informed whether and how the offer has been used and possibly how it should be used. The Owner shall inform its Users in advance of such data processing.

13. Availability of the Portals and support

Abacus endeavours to achieve the highest possible availability of the Portals and services at all times and exercises the due care and diligence customary in business when doing so.

Interruptions or restrictions due to the following events are specifically not included in the target availability: technical necessities, detection or elimination of security risks, anomalies in access behaviour, sabotage or malfunctions, (planned and unplanned) (emergency) maintenance and downtime, programme corrections, any software updates, restrictions imposed by other systems, orders of a government agency or court, acts or omissions of the Owner and its Users, epidemics, pandemics or cases of force majeure, interruptions caused by server suppliers or hosting partners, defence against attacks by pirates, hackers, viruses or other malware events, breaches of data security or defence against other dangers.

In such cases, Abacus is entitled to restrict access to the Portals and services at any time and, if necessary, without prior notice, or to interrupt it for the necessary period without thereby entitling the Owner or its Users to any claims (such as price reduction, repayment of remuneration paid, damages) or other rights, without prejudice to mandatory statutory liability claims. Whenever possible, such interruptions or restrictions shall be communicated to the Owner as soon as possible.

Abacus is committed to eliminating interruptions and restrictions as quickly as possible and endeavours to keep them as short as possible and schedule them at appropriate times.

If you have any questions about the technical requirements, the functionalities of the Portals and services or any disruption to their use, you can contact Abacus. Abacus reserves the right to charge support fees according to its latest prices.

14. Misuse, breach of contract

Abacus may monitor the use of the Portals and services in order to protect itself against non-contractual or unlawful use. In the event of a suspected breach of existing contractual or legal obligations, storage of illegal or immoral content or other misuse by the Owner or its Users, Abacus is entitled to immediately restrict or block access to the Portals and services and to delete any content. Further rights and claims of Abacus are reserved. In such a case, the Owner has no claims against Abacus (such as price reduction, refund of remuneration already paid, damages).

Blocking access alone does not constitute any termination of the user relationship. Abacus can grant access again if the non-contractual or illegal use has ceased.

15. Rights of use, intellectual property rights

All intellectual property rights to the Portals, the services (including the software used therefor), to any content, documents, texts, images, photos, videos, logos or other information of Abacus, including its websites, belong exclusively to Abacus or to the aforementioned right holders. Any further use of the intellectual property rights than is offered in the respective service requires the prior written consent of the right

holder. All Abacus documentation made available in the context of the user relationship is considered the intellectual property of Abacus.

All material (whether in digital, paper form or otherwise) is protected by copyright, whether received or used by the participant or User at an Event or when using a Portal or otherwise. In particular, the right to reproduce, present, disseminate, process, translate, transmit or store the material, in whole or in part, by any medium (graphic, technical, electronic and/or digital including photocopy and download) will lie exclusively with the right holder.

The copyright notices in the material shall be complied with and must not be removed (e.g. watermarks in the case of course material). Abacus reserves the right to apply the IP address of the downloader to the downloaded documents in order to track any possible breaches.

The material may only be used for the personal use of the registered person. Any recording of an Event or offer on a Portal (sound, picture, video) in any form whatsoever is strictly prohibited. Any exploitation beyond what is offered or in cases other than those permitted by law, in particular any commercial use, requires the prior written consent of the right holder.

In the event of a breach of these provisions, a contractual penalty of CHF 1,000.00 per material will be owed. This cannot be offset against a possible claim for damages. It is the responsibility of the participant or Owner to prove that no fault is attributable to the breach or damage.

Abacus grants the Owner and its Users a personal, non-exclusive, non-transferable, non-assignable, simple, spatially and temporally restricted right of use to the software used for the duration of the user relationship for personal use. This means that only the Owner and its Users are allowed to use it.

The Owner and Users are forbidden to use the software used for another purpose than that granted by Abacus herein, or to make it accessible to unauthorised third parties in any form, to provide it, to rent it out, to make it available to a third party for joint or sole use, to grant sublicenses for it, to transfer it, or to use it in any other way without written consent of Abacus.

The Owner may not circumvent the limitation of the scope of its rights to the software granted by Abacus by integrating its own program elements. In particular, the Owner is not entitled to expand the number of Users by programming its own user interface. If Users using a third-party interface collect or view data processed via interfaces, this data will be included in the scope of use.

With regard to third-party software and services used, the contractual and licensing provisions of these third parties shall apply.

The Owner shall inform Abacus immediately in writing if third parties assert intellectual property rights (e.g. copyrights or patent rights) against it as a result of using the Portals or services. It shall not take any legal action without the authorisation of Abacus and shall not recognise any third-party claims without the consent of Abacus. Abacus shall take all necessary defence measures, such as defending against third-party claims, at its own expense, unless they are based on conduct in breach of duty on the part of the Owner or its Users (e.g., use of the Portals or services in breach of contract).

16. Fees

Events:

A participation fee is payable for some Events. Events that are subject to a fee are generally subject to VAT.

The participation fee pays for the planning, design, organisational processing and implementation thereof. Details of this can be found in the respective Event description.

Additional fees for other services provided by the Event Organiser (as for course material) are possible.

Costs such as hotel costs, parking fees, or meals are paid by the participant him/herself; they are not included in the course fees.

Invoicing of the fees will take place before the Event is held. If the participant defaults on payment, the Event Organiser is entitled to exclude him/her from participating in the Event. Further claims of the Event Organiser as well as price changes by the Event Organiser are expressly reserved.

Free Events can be cancelled at any time without giving the participant any rights or claims.

Portals and services:

When using a fee-based service, the Owner owes Abacus the fees in accordance with the current price list. The right to make price changes is expressly reserved. Depending on the service, the full fee or a pro

General Terms and Conditions Events and Portals (“GTCs”); Effective Date September 2022

rata temporis fee may be charged for an already ongoing month or for beginning during the year. The amount of the fee is determined by the number of Users and the specific service. The maximum number of Users registered in the calendar year is decisive.

The following applies to the use of certain fee-based services:

Their offer on the portal is non-binding and constitutes an invitation to make an offer. The User can place a service in the shopping cart without obligation by clicking on the desired service. The shopping cart may be viewed at any time and any services contained therein may be deleted. To place a binding order for fee-based services, click on the “order for a fee” button, accepting the GTCs. Once the binding order has been received, a confirmation e-mail will be sent. The contract for fee-based services is concluded upon receipt of this confirmation e-mail.

The use of a fee-based service may require storage of a valid payment card. Specific payment methods may exist in individual cases.

Abacus may use the services of a payment service provider for secure payment processing. Identification data required for a payment is entered into the secure environment of the payment service provider and transmitted via the Internet and with standard encryption for financial transactions. The terms and conditions of the payment service provider shall apply.

The User can store his/her payment card data with the payment service provider as a standard payment instrument so that in future payment transactions, payment can be made without re-entering this information (card-on-file procedure). The User has the option of terminating this procedure at any time by changing the means of payment.

The User hereby expressly authorises Abacus or the company responsible for payment to collect any claims due under this contractual relationship using a stored payment card, provided that this method of payment is selected.

The scope of use offered by Abacus for the Portals and services includes normal use. Excess use by the Owner or its Users can result in an additional charge.

An invoice will be issued per Owner for fee-based services. Additional services from third-party providers shall be invoiced directly by them.

In the case of portal usage, invoices are generally sent directly to the Owner once a year in the first half of the calendar year.

General information:

The amount is due and payable in Swiss francs, net of any statutory value added tax, within 30 days from the date of the invoice unless stated otherwise on the invoice. If no objection is made to the invoice within a reasonable period of time, the services provided and the invoice will be deemed to have been accepted. If the Owner defaults on payment, Abacus is entitled to immediately restrict use of the Portals and the services without setting a grace period, to block access and to terminate the user relationship.

In the event of a restriction or if access is blocked, the Owner is not entitled to use the Portals or services, but remains obliged to pay the fees due.

In the event of default, Abacus is entitled to charge default interest on the arrears in payment as well as other costs (such as for processing, reminder fees, compulsory enforcement measures). Dunning fees amount to CHF 50.00 per reminder.

In the event of late payment, Abacus may at any time commission third parties to collect the claims with the Owner being obligated to pay these costs.

Upon termination of the user relationship, all outstanding claims will become due and payable. Abacus reserves the right to claim any further damages as a result of the arrears.

After full payment of outstanding debts, Abacus can restore access to the Portals and services.

Where Abacus is to perform its own service before receiving consideration, it may request a credit check from third parties, such as a credit reference agency, to safeguard its legitimate interests. Payment history may be disclosed to those third parties.

17. Warranty, liability, force majeure

Events:

The Event Organiser guarantees the participant the faithful and careful conduct of an Event for which there is a fee. The participant shall not be required to successfully complete an Event or pass examinations.

The participant him/herself shall ensure sufficient insurance cover for any Event. The participant shall use the facilities and premises at his/her own risk.

Portals and services:

Abacus offers the User faithful and careful performance of the services pursuant to these GTCs. Any warranty for use of the Portals or services (including the software used, etc.) is excluded to the extent permitted by law. Abacus provides the necessary infrastructure for the Portals and the services used. These will be provided “as is.”

Abacus does not warrant uninterrupted or trouble-free use of the Portals or services, either generally or at any specific time.

Services provided free of charge are provided without any claims to performance or warranty. Abacus is entitled to discontinue or modify services offered, or to require payment for services. In such a case, Abacus will inform the Owner in good time.

Information on Abacus websites or other statements by Abacus for advertising purposes do not constitute quality information, representations or warranties regarding the Portals or services.

To the extent permitted by law, no warranty is made as to the accuracy, and liability for the content of the materials provided is excluded.

To the extent permitted by law, any liability for any damage suffered by the participant during Events or by the Owner or User while using the Portals or services is hereby excluded; this disclaimer also applies to any third parties involved.

In the event of force majeure or other circumstances or events that significantly restrict or render impossible the provision of services, Abacus has the right to defer provision of services for the duration of such an event or its consequences, or to discharge itself from existing obligations to provide services. The participant, Owner or User shall have no claim to damages or other claims against the Event Organiser or Abacus.

18. Protection concept

For the protection of all participants, Events are held, where appropriate, in strict compliance with the Federal Office of Public Health (FOPH) guidelines in force at the time of the Event and the Event Organiser’s protection concept. The protection concept and, if necessary, the latest updates from the FOPH will be announced prior to each Event. By registering or participating in an Event, the participant agrees to comply with the current FOPH guidelines as well as the protection concept. The Event Organiser has the right to monitor compliance with the requirements and to exclude and remove participants from the Event in the event of non-compliance. The protection concept and any changes to the requirements will be communicated prior to the Event.

19. Data protection and advertising

The provisions of the relevant data protection laws must be complied with. In particular, personal data arising from the participation in an Event or the use of a Portal shall be treated confidentially, protected and used exclusively for the specified purposes.

Abacus may engage third parties at any time for the proper performance of its obligations. Abacus will select and commission such third parties carefully. If they are commissioned data processors, they will receive data only to the extent necessary to provide the specifically agreed commissioned data processing. Commissioned data processing can take place in Switzerland or in an EU or EEA Member State, whereby an adequate level of data protection is guaranteed. For data processed outside these countries, Abacus provides appropriate safeguards such as entering into standard data protection clauses or obtaining consent for data to be transferred abroad. Information about contracted service providers will be provided upon request.

With some services, information can be exchanged with or between systems of a third-party provider. To this end, the parties involved are expressly permitted the necessary access, the exchange between the respective systems as well as the processing of the content. Personal data as well as transaction data may be transferred and processed for the purpose of using the Portals or services, whereby data may also be transferred to a third country. The User hereby expressly consents to this.

The data provided by the participant, Owner, or User is stored and processed for participation in an Event or when using a Portal and,

General Terms and Conditions Events and Portals (“GTCs”); Effective Date September 2022

where applicable, forwarded to contracted service providers or third parties such as distribution or solution partners.

When participating in an Event or using a Portal, certain data such as the e-mail address, the name or company of the participant or User is required to carry out the Event or to use the Portal or service.

At an Event, it is possible that the participant’s data (such as name or e-mail address) be processed outside Switzerland and that photos, sound and video recordings be made on which the participant could be heard and/or seen.

Participants in an Event or Users of a Portal may receive information by e-mail or post about similar Events, contractual products or services, surveys about the Event or the contractual products discussed in the Event or promotional items, or may be contacted by telephone. A legitimate interest in advertising to the participant or the User exists in this case. Objections may be raised at any time to advertising by using the feedback link in the e-mail or by sending a message directly to the Event Organiser or Abacus.

If consent to receive an (individual) newsletter was provided during application or registration, a double opt-in procedure is used for registration. This means that after having entered his/her e-mail address, the recipient will initially receive a confirmation e-mail with a link. Only after confirming his/her e-mail address via the link does he/she receive information on current Events, contractual products, offers, services or other news. An individual newsletter is based on the recipient’s specific interests, which is possible by analysing his/her click behaviour and linking such analysis to the recipient’s other data. Using the PartnerPortal allows Users to subscribe and unsubscribe directly to various subject areas for specific newsletters. Contact data may be shared with a company of the Abacus Group in Switzerland or Germany as well as with distribution or solution partners. Advertising occurs in accordance with legal requirements.

Upon consenting to advertising (e.g., by newsletter) and also to a transfer of the data to a company of the Abacus Group or a distribution or solution partner, this data may be used for advertising purposes by the respective authorised party.

Consent may be withdrawn at any time by using the contact details in the legal notice of the website or the unsubscribe link in a newsletter. The recipient will then be deleted from the newsletter distribution list. Further processing of data remains possible insofar as this is further allowed or permitted by law.

A contracted service provider may be used to send and process the newsletter and data may be transferred to this provider.

Data is stored within the Portals for the purpose of web analysis. Access to the Portals results in the storage of certain data (such as IP address, date, time, browser request, information on the device used, including operating system and browser) in log files. This data is evaluated using web analysis tools for the ongoing improvement of the offerings in the Portals. For the non-personal web analysis, the Matomo software solution, which is operated and stored by the website owner, may be used by default, so that this data remains in Switzerland. The data thus obtained will be used for web analysis and monitoring the use of the services.

Further information on data protection can be found in the Privacy Policy. The currently published version shall apply.

Information marked “internal” or “confidential” or recognisable as confidential from the circumstances shall be treated accordingly and shared only with the intended recipients. Information marked as “secret” or recognisable from the circumstances as “secret” shall be treated as business and trade secrets and kept secret. The recipient shall use such information only for the specified purposes and not for any other purpose of its own or transfer, provide, or otherwise make it available to unauthorised third parties. Should a disclosure nevertheless be desired, the recipient will discuss this with Abacus in advance and will obtain its consent if necessary.

20. Photographic and film recordings

The Event Organiser reserves the right to take photos and videos during an Event on which participants may also appear. These photos and videos will be used exclusively for the Event Organiser’s own purposes (e.g. use within a lecture or training series, webinars, (online) Events, for company websites, flyers, reports in the customer magazine, for company appearances (also on social media), in Portals, newsletters, information by e-mail) in order to report on, document or re-show the Event. The participant may object to their use at any time. If his/her

consent to their use is required, it will be obtained. The participant is entitled to his/her statutory right of withdrawal and objection. Further details in this regard can be found in the Privacy Policy.

When participating in an online Event, participants are switched to “mute”, and it is not necessary for the participant to enable his/her camera to send images of him/her. Sound and/or video activation takes place with the participant’s consent after the relevant functionalities have been turned on. No sound or video recordings will be cut in retrospect. If the participant does not wish to be recorded, he/she should not activate their audio and video functions throughout the Event. It remains possible to send questions via chat to the moderator of the Event. These questions will be answered by the moderator to the extent possible, at the Event or in person via the chat function.

21. Data security

The Portals and services are used via the Internet and thus via an open network that is publicly accessible. State-of-the-art encryption mechanisms are used for data transmission. It cannot be completely ruled out that transmitted data may nevertheless be viewed by unauthorised persons. Data may be transmitted across borders without checks, even if the sender and recipient of the data are located in Switzerland.

Abacus shall use appropriate technical and organisational measures, which are especially appropriate to the state of the art, the type and extent of the data processing as well as possible risks associated with their use. This includes using security measures such as firewalls or antivirus programs to protect data. To the extent possible, all communication that takes place through Abacus will only be carried out via protected communication channels. Abacus may carry out checks at regular intervals with regard to possible threats to data security.

22. Term and Termination

The user relationship for the Portals shall take effect upon acceptance of the GTCs and login and is concluded for an indefinite period.

The user account for the Portals and the associated Users may be deleted by Abacus or the Owner at any time. This shall be effected by notification by or to the Owner. All Users’ and/or the Owner’s rights of use to the Portals and services thus cease.

Termination of the user relationship does not entitle the Owner to a refund of any remuneration already paid. The fees will not be reduced in case of termination during the current calendar year, nor if a User leaves during the year.

Both parties reserve the right to terminate the contract without notice for good cause. Good cause is deemed to include, in particular, reasonable suspicion of misuse of the Portals or services, any breach of the existing contractual provisions by the Owner or its Users, as well as insolvency, bankruptcy or petition for debt moratorium of the other party.

At the end of the user relationship, Abacus blocks access to the Portals, terminates use of the services and discontinues communication with third-party applications. Individually deactivated services are immediately blocked.

The Owner is responsible for planning termination of use. If necessary, it will independently back up its databases in a timely manner and delete corresponding data or it hereby authorises Abacus to delete the data after termination of the user relationship. Access to the Owner’s databases, e.g. in the user account, is prohibited after termination of the user relationship, since they will be deleted no later than upon expiry of the backup periods. Excepted from deletion is data that Abacus is legally or contractually obliged to retain, as well as data that is required for other purposes such as for the settlement or collection of the services provided.

23. Amendments, other provisions

Abacus reserves the right to amend these GTCs, the scope of use of the Portals and services and the prices at any time. These changes will be communicated to the participant or Owner in writing or in another manner (e.g., by e-mail, within the Portal or upon registration). They will be deemed approved unless the contractual relationship is terminated in writing or at least by simple electronic signature within one month of notification of the amendments. In the event of a change, the participant or Owner will have no claims against the Event Organiser or Abacus.

General Terms and Conditions Events and Portals (“GTCs”); Effective Date September 2022

The participant or the Owner have no right offset any claims of the participant or the Owner against any claims of the Event Organiser or Abacus.

Any general terms and conditions of purchase or business of the participant or Owner are hereby waived.

In the event that individual provisions prove to be invalid or null and void, this will not render the remaining provisions invalid or null and void. Instead, they will be replaced by provisions that most closely reflect their economic purpose. The same applies in the event of a contractual gap.

Swiss law will apply to the exclusion of the provisions of private international law and the Vienna Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all disputes shall be the registered office of the Event Organiser.

These GTCs are available in different languages. In case of discrepancies or contradictions, the German version will prevail.