



Independent  
Electronic Sports

## Terms and Conditions training service

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This is the Terms and Conditions of Independent Electronic Sports regarding courses and other education offers (hereinafter "Training Services").

*Last update March 25th, 2022 (ver. 1.1)*

## **Terms and Conditions training service - Independent Electronic Sports**

### *1. Scope*

1.1. The following Terms and Conditions (the "General Terms") apply to all courses and seminars of apply to all agreements between Independent Electronic Sports Sàrl (hereinafter referred to as "Independent Electronic Sports") with respect to its course and seminar participants (hereinafter "Customer") in accordance with paragraph 3.1 below (an "Agreement").

1.2. These General Terms apply exclusively in combination with an Agreement. Any general terms and conditions of the Customer, which contradict or differ from these General Terms, shall only apply if they have been accepted by the Independent Electronic Sports explicitly in writing.

### *2. Subject matter (Training Services)*

2.1. Independent Electronic Sports offers professional Training Services for Customers in Switzerland and abroad on electronic sports – also known as esports – and any other activity related to electronic sports. By entering into an Agreement as to paragraph 3, the Customer entrusts Independent Electronic Sports with the development and/or organization of the Training Services.

2.2. The Agreement will define which Training Services will be performed by Independent Electronic Sports to a specific Customer and in which format. The training programme and information for each individual course illustrates the training activities that will be offered during the courses.

2.3. Teaching of knowledge and courses are performed by internal and external lecturers from Switzerland and abroad.

### *3. Agreements*

3.1. An Agreement shall only be binding if it is made by a written document, regulating the details regarding the Training Services to be performed by Independent Electronic Sports. Fax or e-mail shall be regarded as written documents.

### *4. Pricing*

4.1. Unless explicitly stated otherwise in an Agreement, the flat sum defined in an Agreement (the "Price") shall be considered as a net amount. Any taxes which may be or become due on such amounts according to applicable Swiss or any foreign laws shall be payable in addition to the Price. Any other costs not listed in paragraph 4.2 are not included in the Price, such as but not limited to the ones mentioned in paragraph 4.3.

4.2. Unless explicitly agreed upon otherwise in an Agreement, the Price includes:

- The costs of lecturers;
- Any learning material;
- Certificate, if included (both physical document and blockchain);

4.3. Unless explicitly agreed upon otherwise in an Agreement, the Price does not include:

- Costs for accommodation, parking, meals and travel expenses of the Customer or Participants;
- Costs for the renting of premises in which seminars or teaching shall be held as well as the use of any technical infrastructure;
- costs arising in connection with the leisure activities of Participants or social events;
- any other cost and expenses incurred by Independent Electronic Sports.

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4.4. Unless explicitly agreed upon otherwise in an Agreement, the Price shall be payable as follows:

4.4.1. Courses, events, seminars or workshop:

- 50% within 10 days from the date of the conclusion of the Agreement;
- 50% until 10 days before the start of the course, events, seminars or workshop;

4.4.2. All enrollment fees are due at least 10 days before the courses start.

### *5. Termination of an Agreement*

5.1. Each party can terminate an Agreement for good cause by notification in writing to the other party.

5.2. If the Customer terminates an Agreement for reasons other than good cause and Independent Electronic Sports is not at fault, or if Independent Electronic Sports terminates an Agreement due to the fault of the Customer, the Customer must pay in any case to Independent Electronic Sports 50% of the Price plus any applicable taxes owed. If Independent Electronic Sports has incurred any further expenses and costs, the Customer has to compensate them. If the Customer terminates an Agreement 10 or less days prior to the provision of the Service (in case one of several Training Services are to be provided, the date of the first one applies), the Customer must pay the full Price.

5.3. If Independent Electronic Sports terminates an Agreement for other reasons than good cause and the Customer is not at fault, or in case the Customer terminates an Agreement due to the fault of Independent Electronic Sports, then Independent Electronic Sports will refund any advance payments already made by the Customer. Beyond this obligation, Independent Electronic Sports shall not

be subject to any further obligations or payment duties, e.g. regarding the reimbursement of any cost the Customer may have incurred.

5.4. Moreover, the following applies:

If a Service is not performed due to insufficient registrations or participants, then Independent Electronic Sports may withdraw from the Agreement for good cause (clause 6.1.) and the Customer may withdraw from the Agreement in accordance with clause 5.2.

The replacement of any lecturers does not entitle the Customer to terminate an Agreement for good cause (clause 6.1) nor shall a replacement be considered a fault of Independent Electronic Sports (clause 5.3).

### *6. Liability*

6.1. Independent Electronic Sports shall be liable for a due and careful planning and implementation of courses or events under the current business plan.

6.2. The liability of Independent Electronic Sports shall be limited to cases of gross negligence or wilful misconduct.

6.3. The Training Services rendered by Independent Electronic Sports under this General Terms and/or an Agreement do not qualify as consultancy services. This applies to the organization and accomplishment of events and courses as well as for concepts and coaching programs. Therefore, Independent Electronic Sports shall not be liable for any damages directly or indirectly resulting from the specific implementation in practice by Participants, the Customer, or any of its employees of any content or knowledge transferred under or in connection with an Agreement.

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6.5. The liability of Independent Electronic Sports shall in any event be limited to 50% of the Price.

### *7. Intellectual property*

7.1. Copyrights for any documentation handed over to a Customer, its employees, or Participants (the "Copyrights") shall remain with Independent Electronic Sports and the respective lecturer, as the case may be.

### *8. Confidentiality and data protection*

8.1. Independent Electronic Sports guarantees to keep confidential all confidential information and data regarding the Customer, Participants, and the Customer's employees of which it becomes aware in connection with the rendering of Services under an Agreement.

8.2. General findings resulting from the collaboration of the parties under an Agreement may be used freely by Independent Electronic Sports.

8.3. Address data of the Customer and its employees and Participants may be used by Independent Electronic Sports for purposes of providing information regarding future offers in the field of professional development.

8.4. Any further use of confidential information and personal data by Independent Electronic Sports will be handled in accordance with the Privacy Policy which forms an integral part of the General Terms.

### *9. Miscellaneous*

9.1. If any provision of these General Terms or an Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, this shall not affect or impair the validity or enforceability in that jurisdiction of any other provision of these General Terms or the Agreement. The illegal or invalid or unenforceable provision shall be interpreted as or replaced by another provision reflecting as closely as possible the original intention of the parties and the commercial purpose of the respective provision.

9.2. Independent Electronic Sports is entitled to amend these General Terms at any time. Regarding an Agreement, the version of the General Terms applicable at the date of the Agreement shall apply.

9.3. These General Terms as well as each Agreement shall be subject to Swiss law, excluding the conflict of law provisions. Any dispute arising out of or in connection with this General Term or an Agreement shall be subject to the exclusive jurisdiction of the ordinary courts in Sion (Switzerland).