

General terms and conditions

HEAD OFFICE AND CONTACT INFORMATION

QUNIQUE GmbH
Bahnhofweg 17
5610 Wohlen/Switzerland

Mobile: +41 (0)78 805 44 37
E-Mail: info@quniquegroup.com

PARTNER, MANAGING DIRECTOR AND COMPANY NUMBER

Angelina Hakim
Dr. Bassil Akra

CHE-230.350.138

ACCESS AND USE OF THE SERVICES

§ GENERAL.

You agree to get our Services in accordance with the conditions by which we classify, price and offer our services as posted on our websites, your Order, or the Service Descriptions. You may use the output of our services only as permitted in these Terms, and in line with our confidentiality agreement with you. "Service(s)" means our consultancy services in regulatory affairs, quality management, training or leadership. The various services are described on our website. You understand that your personal data may be processed in connection with your use of our services, software, and websites which are provided via equipment and resources located in the Switzerland, Germany and other locations throughout the world.

§ LIMITATIONS ON USE.

By using our Services, you agree on behalf of yourself, your employees and your organization, not to modify, prepare derivative works of, or reverse engineer, any of the described services on our website or any output of services which was delivered to you personally, to other employees in your organization or to your organization and its subsidiaries.

§ CHANGES TO SERVICES.

We reserve the right to continuously improve and modify our services as we deem appropriate and, in our discretion, to ensure continuous customer orientation and satisfaction. We will not adopt or discontinue services unless we provide you with prior written notice. We may offer additional services to our standard defined services for an additional cost. Additional services could be delivery of training or a meeting at a different time zone for which a night fee will be charged.

§ PROPRIETARY RIGHTS.

You acknowledge that we retain all proprietary right, our name, logo or other marks (together, the "QUNIQUE Group Marks"), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. You agree that you will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part the QUNIQUE Marks or is similar to any of these.

ORDERS, FEES AND PAYMENT

§ ORDERS.

You may order services using either our online ordering process or conventionally by contacting one of our employees or by writing an email to info@quuniquegroup.com. All Orders are effective on the earlier of (i) the date you submit your Order, and (ii) the date of completion of online order by closing the ordering and payments steps or the date of signing the statement of work when following conventional ordering methodologies. Acceptance of your Order may be subject to our verification and credit approval process. Each Order shall be treated as a separate and independent Order. A Purchase Order is required for non-online transactions via PayPal or Credit Cards over 2500 EUR, or equivalent, unless Customer does not require a Purchase Order as part of its purchasing process.

§ FEES AND PAYMENT.

You agree to pay all applicable, undisputed fees for the services on the terms set forth on the invoice. Except as set forth in Section Termination below or in the service Descriptions, any and all payments you make to us for access to the services are final and non-refundable. You are responsible for all fees and charges imposed by your voice and data transmission providers related to your access and use of the services. You are responsible for providing accurate and current billing, contact and payment information to us or any reseller. You agree that we may take steps to verify whether your payment method is valid, charge your payment card or bill you for all amounts due for your use of the services, and automatically update your payment card information using software designed to do so in the event your payment card on file is no longer valid. You agree that your credit card information and related personal data may be provided to third parties for payment processing and fraud prevention purposes. We may suspend or terminate your services if at any time we determine that your payment information is inaccurate or not current, and you are responsible for fees and overdraft charges that we may incur when we charge your card for payment. We reserve the right to update the price for services at any time after your Initial Term, but these price changes will be shared with you before starting and billing any new services. We will notify you of any price changes by publishing on our website, emailing, quoting or invoicing you.

§ Sales, promotions and other special discounted pricing offers are temporary and, may expire. We reserve the right to discontinue or modify any sales and special promotional offers in our sole discretion.

§ DISPUTES.

You must notify us of any fee dispute within 14 calendar days of the invoice date, and once resolved, you agree to pay those fees within 14 calendar days. We may, on notice to you, suspend or terminate your ongoing services if you do not pay undisputed fees, and you agree to reimburse us for all reasonable costs and expenses incurred in collecting delinquent amounts.

§ TAXES AND WITHHOLDING.

You are responsible for all applicable sales, services, value-added, goods and services, withholding, tariffs, fees or any other similar fees as may be applicable in the location in which the services of QUNIQUE Group are being provided and similar taxes or fees imposed by any government entity or collecting agency based on the services, except those Taxes and Fees based on our net income and related to our organization in the different locations of the world, or Taxes and Fees for which you have provided an exemption certificate. Additionally, if you do not satisfy your Tax and Fees obligations, you agree that you will be required to reimburse us for any Taxes and Fees paid on your behalf, and we may take steps to collect Taxes and Fees we have paid on your behalf. In all cases, you will pay the amounts due under this Agreement to us in full without any right of set-off or deduction.

§ TRAININGS

When booking a training, the payment of the invoice must be received prior to the event's date unless there is a prior agreement with the QUNIQUE Management. The event's invoice must be paid according to the due date as stated on the invoice sent to the customer after the registration. If the payment is not received by the invoice deadline, QUNIQUE reserves the right to withdraw the registration of the customer.

Cancellations must be requested in written by email or by official letter. Cancellation is just possible till 24h before the event.

If a cancellation is requested up to 72 hours prior to the event, a full refund can be given or credits for future events. If a cancellation is requested between 72 and 24 hours prior to the event, only credits can be given for future events.

The events are not recorded unless publicly communicated or agreed otherwise. Registrants will receive a PDF Version of the slides and an electronic copy of the certificate. Registered customers who do not attend the event will just receive a pdf copy of the slides without any certificate of attendance. If payment is received and access to the recording is provided a refund will not be given.

The link of the event will be sent to you prior to the event. All events are realized according to the communicated timing from one of our subsidiaries in Europe. The customer is requested to check and confirm the date/time with QUNIQUE, in case of unclarities about the time zone ensuring no misunderstanding on the training day.

In case of emergencies, QUNIQUE speakers reserve the right to cancel the event and give a full refund to the customers.

TERM AND TERMINATION

§ TERM.

The initial term commitment for your purchase of services will be as specified on an Order and begins on the Effective Date. After the Initial Term, the services will, unless otherwise specified in the statement of work for a particular Service, need to be renewed for additional 12-month periods via an updated statement of work, unless either party provides notice of renewal at least 30 days before the current term expires. We may agree to align the invoicing under multiple Orders but this will not reduce the term of any Order. Terminating specific Services does not affect the term of any other Services still in effect. If we permit you to reinstate services at any time after termination, you agree that you will be bound by the then-current Terms and the renewal date that was in effect as of the effective termination date.

§ TERMINATION.

Either party may terminate the Agreement (i) if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice, or (ii) if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business. We will provide you with limited access to the services finalized for a period not to exceed 30 days, solely to enable you to retrieve the output of the finalized and paid services. We have no obligation to maintain your service output after that period. Neither party will be liable for any damages resulting from termination of the Agreement, and termination will not affect any claim arising prior to the effective termination date. If we discontinue or limit the access to services, the related Order will be terminated and we will provide you with a pro rata refund of any prepaid, unused fees. You agree to pay for any use of the services past the date of expiration or termination.

YOUR Documentation

You retain all rights to your documentation (quality management documentation or technical documentation or any other documentation shared with QUNIQUE Group) and we do not own or license your documentation. We may use, modify, reproduce and distribute your documentation in order to provide and operate the contracted services. You warrant that (i) you have the right to upload or otherwise share documentation with us, and (ii) your uploading or processing of your documentation in the context of our agreed services does not infringe on any rights of any third party. Each party agrees to apply reasonable technical, organizational and administrative security measures to keep documentation protected in accordance with industry standards. We will not view, access or process any of your documentation, except: (a) as authorized or instructed by you or your authorized employees in this Agreement or in any other agreement between the parties, or (b) as required to comply with our policies, applicable law, or governmental request. You agree to comply with all legal duties applicable to you as a data controller by virtue of the submission of

your documentation within the agreed and ordered services. If your documentation, including any personal data (as defined under applicable law, which includes, but is not limited to, the General Data Protection Regulation EU 2016/679 or “GDPR” and data protection laws of the European Union, European Economic Area, Switzerland (collectively, the “EEA+”), and the United Kingdom) and is processed by us as a data processor acting on your behalf, we will use and process your documentation in order to provide the Services and fulfill our obligations under the Agreement, and in accordance with your instructions as represented in this Agreement.

COMPLIANCE WITH LAWS

In connection with the performance, access and use of the Services under the Agreement, each party agrees to comply with all applicable laws, rules and regulations including, but not limited to export, privacy, and data protection laws and regulations. If necessary and in accordance with applicable law, we will cooperate with local, state, federal and international government authorities with respect to the delivery of services as defined on our website. Notwithstanding any other provision in these Terms, we may immediately terminate the Agreement for noncompliance with applicable laws.

INDEMNIFICATION

You will indemnify and defend us against any third party claim resulting from a breach of the general terms and conditions agreed with you, or alleging that any of your documentation infringes upon any patent or copyright, or violates a trade secret of any party, and you agree to pay reasonable attorney’s fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. We will promptly notify you of any claim and cooperate with you in defending the claim. You will reimburse us for reasonable expenses incurred in providing any cooperation or assistance. You will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring us to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) we may join in the defense with our own counsel at our own expense.

LIMITATION ON LIABILITY

In no event shall the QUNIQUE GmbH be individually liable to the Customer for any damages for breach of fiduciary duty by third-parties, unless the Company’s act or failure to act involves intentional misconduct, fraud, or a knowing violation of the law.

ADDITIONAL TERMS

§ COPYRIGHT

If you believe that the output of our services has been used in a way that constitutes copyright infringement, you should inform us immediately and not later than 14 calendar days.

§ SECURITY EMERGENCIES

If we reasonably determine that the security of our services or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities, we may temporarily suspend the services and we will take action to promptly resolve any security issues. We will notify you of any suspension or other action taken for security reasons.

§ RECORDING

Certain services provide functionality that allows you to record audio and data shared during sessions. You agree not to record any audio or data shared in the presence of QUNIQUE Group or its employees without a prior notice and agreement with us. You are solely responsible for complying with all applicable laws in the relevant jurisdictions while using recording functionality.

We disclaim all liability for your recording of audio or shared data, and you agree to hold us harmless from damages or liabilities related to the recording of any audio or data.

§ PUBLICATION

Both parties QUNIQUE and Customer undertake not to use Disclosing Party related material in any of its media coverage, including electronic communications with third parties without prior written consent of the Disclosing Party.

§ ASSIGNMENT

Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party's prior written consent, which shall not be unreasonably withheld, except that either party may assign the Agreement to an affiliated entity, or as part of a corporate reorganization, consolidation, merger, acquisition, or sale of all or substantially all of its business or assets to which this Agreement relates. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party's successors or assigns.

§ NOTICES

Notices must be sent by personal delivery, overnight courier or registered or certified mail. We may also provide notice to the email of the predefined responsible person at your organization or electronically via postings on our website. Unless specified elsewhere in this Agreement, notices should be sent to us at the address for your applicable contracting entity, and we will send notices to the address last shared with us.

§ REGIONAL TERMS

If you are located in regions outside the European Union or Switzerland, additional terms specific to your region may apply and, when relevant, shall be considered part of these Terms.