

General Terms and Conditions of ChessCraft, owned by Brack

1. Scope

These General Terms and Conditions ("GTC") apply to the entire business area of ChessCraft Inh. Brack (hereinafter referred to as "Company").

2. Conclusion of contract

The contract is concluded when the customer accepts the Company's offer regarding the purchase of products and/or services.

The contract is concluded in any case if the customer makes use of the services offered by the Company and/or orders products via the Company's online shop or purchases them directly.

Registrations for courses, camps, tournaments, or other events organized by the Company are binding.

3. Offer

During our chess trainings and tournaments, photo and video recordings may be taken. These recordings may be used for illustration and informational purposes (e.g., website, brochures, informational material). You may object to the use of such recordings at any time by notifying us in writing via e-mail.

3.1 Courses

The courses are divided into winter and summer semesters and take place once a week for 60 minutes. There are no classes on school holidays or during cantonal school vacations.

The course fees are CHF 600 per semester. If you join a semester that is already underway, the fees will be calculated on a pro rata basis, with CHF 30 deducted for each lesson that no longer takes place.

A 15% discount is granted for siblings.

Unless you cancel your registration in good time in accordance with section 6.1, your registration will be automatically extended for another semester.

3.2 Online courses

The provisions of section 3.1 apply to online courses with the following changes:

The duration is 55 minutes per week. The course fees are CHF 500 per semester. If you join a semester that is already underway, the fee will be calculated on a pro rata basis, with CHF 25 deducted for each lesson that will no longer take place.

3.3 Private lessons

The cost of private lessons is CHF 90 per hour. Invoices are issued at the end of the month. Cancellations of private lessons must be made at least 24 hours prior to the scheduled start time. If a cancellation is made less than 24 hours before the lesson, the full fee will be charged.

3.4 Online private lessons

The cost of online private lessons is CHF 75 per 55 minutes. Invoices are issued at the end of the month. Cancellations of online private lessons must be made at least 24 hours prior to the scheduled start time. If a cancellation is made less than 24 hours before the lesson, the full fee will be charged.

3.5 Holiday camps

The prices for holiday camps depend on the duration of care and are published on the company's website.

The company is entitled to cancel holiday camps or courses if there is insufficient demand or for

organizational reasons. In this case, any course fees already paid will be refunded in full; further claims for compensation are excluded.

The company reserves the right to exclude individual children from a course or camp if, despite warnings, they do not follow the instructions of the trainers or disrupt the lessons in an unacceptable manner. In this case, there is no entitlement to a refund of (proportional) course fees.

The company may postpone or combine courses for organizational reasons, change the course management, or appoint a substitute. These changes do not entitle the customer to withdraw from the course or to a reduction in course fees.

3.6 Tournaments

The prices for tournaments depend on the duration of supervision and are published on the company's website.

4. Prices

Unless otherwise stated, all prices are in Swiss francs (CHF).

No value added tax (VAT) is charged on courses, tournaments, and camps.

Merchandising products are subject to the applicable VAT, which is included in the price.

Prices do not include any other applicable taxes, nor packaging and shipping costs.

The company reserves the right to change prices at any time. The prices valid at the time of the conclusion of the contract on the company's website and in accordance with the company's price list apply.

5. Payment

The company offers the customer the following payment options: invoice, credit card, prepayment, TWINT.

The customer is obliged to pay the invoiced amount within 30 (thirty) days of the invoice date.

If the invoice is not paid within the aforementioned payment period, the customer will receive a reminder. If the customer does not pay the invoice within the set reminder period, they will automatically be in default.

From the date of default, the customer owes default interest of 5% (five percent).

If the company also offers products for sale, rent, or other use via an online platform, it may also request payment by electronic means as part of the ordering process (credit cards, PayPal, or other payment systems).

Offsetting the invoiced amount against any claim the customer may have against the company is not permitted.

The company has the right to refuse delivery or service provision in the event of late payment.

6. Cancellation deadlines

6.1. Courses

Cancellations must be made in writing by mail to the company address by June 30 (for the following winter semester) or January 10 (for the following summer semester) at the latest. If cancellation is not made by the deadline, the registration is automatically extended for another semester and the full course fee is due.

6.2 Camps

Cancellations of camps are possible under the following conditions:

- Up to 3 weeks before the start of the camp: CHF 100 processing fee
- Up to 2 weeks before the start of the camp: 50% of the course fee, but at least CHF 100
- Less than 1 week before the start of the camp: 100% of the course fee, but at least CHF 100

Rebookings are free of charge up to 4 weeks before the camp start date.

In case of illness or accident

In the event of illness or accident, the amount already paid can be credited towards future camps within the same calendar year. No refund will be issued.

The medical certificate must be submitted no later than 7 days after the camp start date. If the certificate is not submitted within this deadline, the right to credit expires.

Withdrawal is not possible.

6.3 Tournaments

Withdrawals from tournaments are possible free of charge up to 2 weeks before the start. If the withdrawal is made later, the full entry fee is due.

7. Missed days

7.1 Courses

Lessons missed due to illness, birthdays, or similar reasons can be made up during the current semester or—if no cancellation has been made—in the following semester.

7.2 Camps

Missed days during camps can be made up; however, 50% of the course fee remains payable.

8. Late pick-up

A grace period of 10 minutes applies after the end of the course.

For delays of more than 10 minutes, a fee of CHF 15 will be charged for every 15 minutes or part thereof.

9. Insurance

The company accepts no liability for any courses, camps, or tournaments, in particular for accidents, loss, or theft of items. Participants are responsible for ensuring that they have the necessary insurance cover.

10. Age limit

By accepting these terms and conditions, the customer confirms that they meet the age requirement for purchasing the products and services offered by the company.

11. Obligations of the company

11.1. Provision of services

Unless otherwise agreed, the company fulfills its obligation by providing the agreed service. If no further provisions are agreed, the place of performance shall be the company's registered office.

11.2. Auxiliary persons

The parties have the express right to engage auxiliary persons to fulfill their contractual obligations. They must ensure that the auxiliary persons are engaged in compliance with all mandatory legal

provisions and any collective labor agreements.

12. Obligations of the customer

The customer is obliged to take all necessary measures to enable the company to provide the service without delay. The customer must take these measures at the agreed location, at the agreed time and to the agreed extent. Depending on the circumstances, this may include providing the company with appropriate information and documents.

13. Prohibition of poaching and hiring

The customer may not poach or hire the company's employees or other auxiliary persons, either on its own behalf or on behalf of a third party, without the express written consent of the company. Even after termination of the contractual relationship, the customer is prohibited from employing employees or other auxiliary persons of the company in any way, either directly or indirectly. This prohibition shall apply for one year after termination of the contractual relationship and is limited to the field of activity of the respective employee or auxiliary person.

14. Exchanges

The customer is entitled to exchange products within 7 (seven) days of receipt. However, the products must be in their original packaging and unused. The customer shall bear the costs of return and exchange.

15. Warranty

The company warrants that the product is free from defects in material and workmanship.

The company guarantees the above for a maximum period of 24 (twenty-four) months.

Any defect must be reported to the company immediately. The company is free to decide whether the defective product will be repaired or replaced. Only if replacement or repair is not possible is the customer entitled to a reduction or refund of the purchase price. The right to reimbursement of costs for repairs carried out by third parties is excluded. During the repair period, the customer is not entitled to a replacement product. The warranty period for the repaired item shall recommence, while the original warranty period shall continue to apply to the remaining items of the product.

The company guarantees to perform the agreed services in accordance with industry standards.

16. Liability

Liability for any indirect damage and consequential damage is completely excluded.

Liability for direct damage is limited to the sales price of the product/service. This limitation of liability does not apply to direct damage caused by gross negligence or intent.

The customer is obliged to report any damage to the company immediately.

Any liability for auxiliary persons is completely excluded.

17. Intellectual property rights

All rights to the products, services, and any trademarks belong to the company or it is authorized by the owner to use them.

Neither these GTC nor any associated individual agreements contain the transfer of any intellectual property rights, unless this is explicitly mentioned.

In addition, any further use, publication, or disclosure of information, images, texts, or other material that the customer receives in connection with these provisions is prohibited unless

explicitly authorized by the company.

If the customer uses content, texts, or visual material in connection with the company to which third parties have property rights, the customer must ensure that no property rights of third parties are infringed.

18. Data protection

The company may process and use the data recorded in the context of the conclusion of the contract to fulfill its obligations under the contract. The company shall take the measures necessary to secure the data in accordance with the statutory provisions. The customer agrees to the storage and contractual use of their data by the company and is aware that the company is obliged and entitled to disclose information about the customer to the customer or third parties upon the order of courts or authorities. Unless the customer has expressly prohibited it, the company may use the data for marketing purposes. The data necessary for the performance of services may also be passed on to commissioned service partners or other third parties.

Furthermore, the data protection provisions apply.

19. Changes

These General Terms and Conditions may be amended by the company at any time.

The new version shall come into force 30 (thirty) days after it is published on the website by the company.

For customers, the version of the GTC that is in force at the time of conclusion of the contract applies, unless the customer has agreed to a newer version of the GTC.

20. Priority

These General Terms and Conditions take precedence over all older provisions and contracts. Only provisions from individual contracts that further specify the provisions of these General Terms and Conditions take precedence over these General Terms and Conditions.

21. Severability clause

Should any provision of this contract or any supplement to this contract be or become invalid, this shall not affect the validity of the rest of the contract. The contracting parties shall replace the invalid provision with a valid provision that comes as close as possible to the intended economic purpose of the invalid provision. The same applies to any contractual loopholes.

22. Confidentiality

Both parties, as well as their auxiliary persons, undertake to treat all information submitted or acquired in connection with the services as confidential. This obligation shall remain in force even after the termination of the contract.

23. Force majeure

If timely fulfillment by the company, its suppliers, or third parties involved is prevented by force majeure such as natural disasters, earthquakes, volcanic eruptions, avalanches, storms, thunderstorms, wars, unrest, civil wars, revolutions and uprisings, terrorism, sabotage, strikes, nuclear accidents or reactor damage, the company shall be released from the fulfillment of the affected obligations for the duration of the force majeure and a reasonable start-up period after its end. If the force majeure lasts longer than 30 (thirty) days, the company may withdraw from the contract. The company shall reimburse the customer in full for any payments already made.

Any further claims, in particular claims for damages as a result of force majeure, are excluded.

24. Applicable law / place of jurisdiction

These GTC are subject to Swiss law. Unless mandatory statutory provisions apply, the court at the company's registered office shall have jurisdiction. The company is free to bring an action at the defendant's place of business. The United Nations Convention on Contracts for the International Sale of Goods (SR 0.221.211.1) is expressly excluded.