

Dojo de Neuchâtel - Espace culturel - Ecole d'Aïkido, Graf

Terms and conditions of online sales

Reading note: the definition of words in *italics* is given when they appear in the text for the first time.

These general terms and conditions of sale (GTC) apply to all the services offered by the "Dojo de Neuchâtel - Espace culturel - Ecole d'Aïkido, Graf" (hereinafter referred to as "Dojo IDE CHE-423.734.670, for its online training activities via various *sales channels* (see art. 1.2). By using the services of *Dojo*, the buyer, further called *virtual member* (see art. 1.1), accepts the conditions below without any modification and in their entirety, including the anti-spam policy of *Dojo* governing its sites (section XIV) as well as the data protection declaration (section XV). **The buyer or potential buyer who does not agree with any part of these GTC is requested not to use the services of the Dojo nor to access it, or to visit the Dojo websites.**

The buyer of online courses, webinars, or other electronic content, downloadable or not, time-limited or not (hereinafter jointly referred to as "**online services**", see art. 2.1) acknowledges that these conditions have been drafted in French. They have been translated into other languages, in case of divergence between these translations and the original French text, only the French version is authentic.

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I. Purpose

1.1 Definition of *virtual members* and *partners*

The *Dojo* operates a marketing organization for online training courses focused on personal development and martial arts. Buyers of services (hereinafter referred to as "**virtual members**") can acquire *online services* via various *sales channels* (art. 1.2). These *online services* are otherwise not accessible to the general public. Any contact defined by a name, a first name and an e-mail address which buys an *online service* from the *Dojo* becomes, by its purchase, a *virtual member* of the *Dojo*. The present GTC do not concern the physical members of the physical *Dojo* and its training in flesh and bone.

"**Partners**" are organizations or individuals with whom the *Dojo* collaborates or associates with in order to offer its *online services* to a wider audience and/or in order to enrich its range of offers. The *Dojo* allows the direct conclusion of contracts between *partners* and *virtual members*. For example, a *partner* can be a teacher of martial arts or yoga or another art of personal development involving

body and mind who, in collaboration with the *Dojo*, makes their knowledge available via an *online service* proposed by the *Dojo*.

1.2 Sales channels

The object of these GTC is the use of *online services*, which the *Dojo* provides to *virtual members* via the following sales channels:

1. its own websites www.dojo-ne.ch, www.dojo-biel.ch, www.dojo-bienne.ch, www.aikidoschule-biel.ch, www.dojo-virtuel.ch, www.virtual-dojo.ch, www.virtuelles-dojo.ch, www.dojo-member.org, www.virtual-dojo.org, www.virtual-dojo.com et www.aikido-ne.ch ;
2. its Facebook pages;
3. *partner's* websites and their possible Facebook pages or other similar social networks.

Acceptance of these GTC (see art. 8.1) is made upon the purchase of at least one *online service* offered on the aforementioned *sales channels*. If the *virtual member* uses different *online services* from the *Dojo*, he may have to renew his acceptance of the GTC by clicking on the corresponding confirmation field.

1.3 Data protection

The use of personal data is governed by the data protection declaration (see section XV). The data protection declaration is an integral part of these mandatory GTC.

1.4 Anti-spam policy

The anti-spam policy of the *Dojo* is detailed in section XIV. This anti-spam policy is an integral part of these mandatory GTC.

1.5 Modification of GCV

The *Dojo* reserves the right, at its sole discretion, to modify these GTC. The modifications are communicated on the *Dojo* websites (see 1.2) and come into force when they are put online. They will also be sent to *virtual members* by e-mail, and without express disagreement within 14 days, they will be presumed accepted and replace the previous ones.

II. Services

2.1 Purpose of online services

Online services are typically:

- online courses containing texts, videos and audios,
- webinars,
- other electronic content, downloadable or not

Online services can be limited in time or not, renewable or not. For example, a meditation course can last 21 weeks, another Aikido course can last all year and be renewed automatically (see 3.6).

2.2 Conditions for *online services*

For all *online services*, the *Dojo* conditions described in these GTC, available in the Internet shop and other *sales channels*, apply (see 1.5). The *Dojo* reserves the right, in its sole discretion, to modify the scope of *online services* at any time or to suspend the performance of certain services, to cancel the conditions of membership or subscriptions and to completely delete some or all of the *online services*.

2.3 Contract between *Dojo* and *virtual member*

Via the *sales channels*, the *Dojo* allows the conclusion of contracts with the *virtual member*. The contract relates to the purchase of *online services*, it is concluded exclusively between the *virtual member* and the *Dojo*, on the basis of these GTC, when the *virtual member* purchases an *online service* and ticks the mandatory box "GTC read and approved". By his purchase he accepts the present GTC and becomes a *virtual member*. He can view, download and print the GTC before buying.

2.4 Use of *online services* from *partners*

When using *online services* from *partners* of the *Dojo*, the *virtual member* accepts also the applicable general terms and conditions of sale and any additional conditions of use of the *partners*.

III. Affiliation process

The affiliation process of the *Dojo* to become a *virtual member* involves several steps described in the following.

3.1 Preview

Viewing free parts or certain extracts from accessible *online services* provided in *sales channels* is not valid as a purchase by the user (or potential buyer) and the latter is therefore not yet considered a *virtual member*. He must also not accept these GTC to view the free parts which are public.

3.2 Registration (view free parts)

To view the free parts of an online service, the potential buyer fills in an online form, providing their last name, first name and e-mail. He then receives an automatic e-mail from the *Dojo* asking him to create his password. To view the free parts of the *online service* requested, the potential buyer must identify himself on the access page with his username or e-mail address and with his password (hereinafter referred to as "**Access data**"; the corresponding user account being the "**online account**").

When filling out the online form, the potential buyer can consult these GTC.

3.3. Consent to receive e-mails from the *Dojo*

By participating in the registration process required to receive even an overview of *Dojo's online services*, the potential buyer gives his consent to receive all information, notices and other communications, including any notice which may legally be required regarding these membership conditions, in electronic form. The *Dojo* will provide all applicable notifications by sending them

through the e-mail address provided during the registration process. It is the sole responsibility of the potential purchaser to maintain current and accurate contact information with the *Dojo*.

3.4 Become a *virtual member* = buy at least 1 *online service*

The *access data*, communicated to the potential buyer, is intended for personal use by the potential buyer and must be treated confidentially. All purchases of *online services* made via the *online account* are attributed to the potential buyer as the holder of the *online account* and are binding on the buyer. With their first purchase of an *online service* from the *Dojo*, the potential buyer becomes a *virtual member* and must imperatively accept these GTC by checking the compulsory box "GTC read and approved" when purchasing (see art. 2.3)

3.5 Order steps

When ordering through online stores, the *virtual member* receives an order confirmation by e-mail once the order process is completed. This confirmation does not yet expressly constitute acceptance of the offer by *Dojo*. The *virtual member* makes his choice through the *sales channels*. The choice made is displayed in the basket (Internet shop). By confirming the order, by clicking on the "buy" button, the *virtual member* confirms the purchase of the chosen *online services*. The *virtual member* is required to provide the necessary information exhaustively and correctly during the ordering process, in particular information useful for payment. As long as he has not clicked on the "Buy" button, he can at any time consult the status of his order, go back, and correct any errors.

Before being able to click on the "buy" button, the *virtual member* must read and accept the GTC by checking the compulsory box "GTC read and approved" which allows to read, unfold and save the GTC (see art. 2.3).

Once the "buy" button is clicked, the *virtual member* agrees to pay the amount indicated to the *Dojo* according to art. 5.1 of these GTC. The virtual member receives an order confirmation by e-mail immediately after this operation, which summarizes the status of their order. This confirmation does not yet expressly constitute acceptance of the offer by *Dojo*. It must be accepted by the *Dojo* in accordance with art. 3.7 of these GTC.

Once the order has been accepted by the *Dojo*, the contract between the *Dojo* and the *virtual member* is concluded.

3.6 Renewal and cyclical billing of registration

Some of the *online services* for *virtual members* are made available to them on a periodic basis in exchange for payment by the *virtual member* of the amount specified by the *Dojo* or its *sales channel* pages. If the service is cyclical, this is mentioned, for example "one-year cycle". The frequency of registration and therefore billing may vary depending on the *online service* purchased. For example, membership in a one-year cyclic *online course* automatically renews the following year. **The *virtual member* is informed of the renewal of his invoice by e-mail to the contact e-mail address he provided during his first purchase at least 30 days before the end of his first registration period (cycle). He then has 30 days, from the sending of the renewal information, to signify his desire to unsubscribe from the *online service* concerned. Without specific action from the *virtual member*, his registration for a cyclical *online service* is automatically renewed according to the frequency of the *online service* purchased.**

Registration to receive *online services* constitutes the *virtual member's* agreement to accept these

membership conditions, the GTC and all other policies governing the site. During the automatic renewal of *online services*, the *virtual member* accepts that the *Dojo* submits a request for payment to the designated source during the registration process, unless he cancels his registration using the means designated to do so, as specified by the *Dojo* on its site or its related web pages, which may take the form of hyperlinks or a designated account management section provided on the site. Any *virtual member* who uses a debit card as a designated credit card account for payment of fees associated with receiving member services **acknowledges that the *Dojo* will not be responsible for fees or penalties associated with insufficient funds, bad checks or any other form of fee due to a fee on a debit card provided by the *virtual member*.** If the *virtual member* believes or suspects that he has been wrongly billed for unsolicited *online services*, that several fees for receiving *online services* have been processed or that there is some other reason to contest costs related to the site, it is the sole and absolute responsibility of the *virtual member* to inform the *Dojo* of these circumstances within sixty (60) days of the transaction appearing on their credit card account or financial records. Failure to notify the *Dojo* within the specified period constitutes a waiver of the right to contest the transaction. The *Dojo*, in its sole and absolute discretion, may choose to process the disputed transaction if it was brought to its attention after the period specified in these GTC.

3.7 Acceptance by Dojo

The contract for the purchase of an *online service* between the *virtual member* and the *Dojo* is only concluded when the credit card transaction has been accepted and the credit card is valid and debitable. The *Dojo* has the right to refuse a *virtual member* or to deny him certain *online services* without the *Dojo* having to provide reasons. The *virtual member* is then reimbursed the order for the *online service(s)* concerned in full within 30 days of receipt of payment for his order.

3.8 Access is private

Only the *virtual member* and his immediate family (the partner and the children, therefore the private household) can have access to the *online service* purchased. If a *virtual member* wants to buy *online services* for several people, he will have to register all these people with their personal data and create *online accounts* for them, as he did for himself.

3.9 Unlocking access authorization and updating access authorizations

After payment received by the *Dojo* for an *online service* ordered, and acceptance by the latter within the meaning of arts. 2.3. and 3.7 of these GTC, the access rights of the *virtual member* are updated. The paid part(s) of the *online service* purchased is(are) unlocked at the scheduled time. The *virtual member* is notified by e-mail of the update of his access to the *online service*. The *virtual member* understands that sometimes, due to the nature of computers and Internet connections, updates of access rights can take up to a few days, although in most cases they are made within minutes.

IV. No resale of access rights

4.1 No access rights trading

Any trade in *online services* purchased for private, industrial or commercial purposes is prohibited. Violations of this rule may result in the loss of access to the *online services* purchased, the deactivation of the *online account* and rights to damages, as well as claims for restitution of profits to the meeting of the original *virtual member* of the *online services* who purchased the *online services*.

Individuals and *virtual members* who violate these provisions may be excluded from purchasing *online services*.

V. Price policy

5.1 Swiss francs [CHF]

The prices for *Dojo's online services*, accessible or displayed in the *sales channels*, include all non-optional taxes included (in particular VAT if it is collected) and in Swiss francs.

5.2 Market freedom

The *Dojo* is free to define the prices it wants and modify them at any time for the *online services* it offers. The modifications are communicated on the *Dojo* websites (see art. 1.2) and come into force when they are put online.

VI. Payment

6.1 Direct purchase

By direct purchasing of *online services*, Eric and Sonja Graf are the only people authorized to determine the authorized payment methods.

6.2 Online order

Online ordering is the default payment method, payment is made by debiting the credit card indicated during the ordering process (Eurocard / MasterCard, Visa, American Express or PayPal).

VII. Return, refund, transfer and exchange

7.1 Overview

Online services purchased from *Dojo* are digital programs (or electronic content) are not refundable without exception. **A right of revocation of the contract concluded between the *Dojo* and the *virtual member* is excluded.**

7.2 Non-use of purchased online services

No reimbursement can be requested from the *Dojo* for non-use of the *online services* purchased. When the *virtual member* buys an *online service*, the *Dojo's* system starts to deliver content automatically, the *Dojo* has no way of knowing whether the *virtual member* benefits from it or not.

7.2 Transfer of access to online services to another person

In principle, the *access data* to purchased *online services* cannot be transferred to another person. The *Dojo* will be the only one able to decide if and under what conditions purchased *online services* can be transferred to another person. If the transfer is authorized, only the first buyer can request the transfer.

VIII. Obligations of the *virtual member* purchasing *online services*

8.1. Acceptance of the GTC

By purchasing an *online service*, the *virtual member* accepts these general terms and conditions of sale (GTC), see also art. 2.3, including the *Dojo's* anti-spam policy governing its sites (section XIV) as well as the data protection declaration (section XV), by checking the box "GTC read and approved" which allows the user to read, scroll and save in .pdf the GTC. These GTC are applicable to the contract concluded between the *virtual member* and the *Dojo* in the event of litigation, subject to a modification according to art. 1.5 of these GTC.

IX. Vouchers and discount codes

9.1 Vouchers

Virtual members can also buy or receive discount vouchers (in the form of a promotional code to be inserted in the box allocated during the purchase, hereinafter referred to as "**vouchers**") from the *Dojo* or from various *partners* via distribution channels. The contract relating to the granting or sale of *vouchers* is concluded exclusively between the *virtual member* and the *Dojo*. The conditions of the *Dojo* regarding the use and validity of the *vouchers* apply, even if the *voucher* relates to the use of *online services* offered through collaboration with a *partner*.

9.2 Validity

The *Dojo* is the only one to decide on the validity and the duration of validity of the different *vouchers*.

9.3 No guarantee for vouchers

The *Dojo* does not assume any responsibility or guarantee, to what extent and when its *online services* can be acquired partially or entirely via the *vouchers*. The *Dojo* does not take back any *vouchers* or refund the gross sale price of their estimated value. *Vouchers* have a limited value in time.

9.4 Partner default or bankruptcy

Reversal of the *vouchers* or reimbursement of the gross sale price or their value by the *Dojo* due to non-compliance with service promises made by a *partner* or bankruptcy of a *partner* are entirely excluded. If a bankruptcy procedure is opened for a *partner*, buyers of *online services* or *vouchers* can assert their possible claims only with the relevant bankruptcy office.

X. Guarantee

10.1 Respect for the rules of the art

The *Dojo* provides its services within the framework of its entrepreneurial resources and foreseeable requirements in a careful manner and in accordance with the rules of the art, insofar as the *Dojo* is not unable to provide the services for reasons he is not responsible. Neither can the *Dojo* give any guarantee as to the success or concerning the benefits of physical, mental or psychical exercises offered in its *online services* (see art. 11.4).

10.2 Limitations of IT infrastructures

The *virtual member* knows that the *Dojo* provides its services via the Internet, respectively using communication networks. There may be temporary disruptions or interruptions in the performance of the *Dojo's online services*, in particular due to technical malfunctions, disturbances and disruptions or interruptions in communication networks and due to a breakdown of IT infrastructure or other parts of the infrastructure necessary to perform the service. Although it makes every effort to maintain good functionality, the *Dojo* does not give any guarantee for the permanent availability and the absence of errors for its *online services*.

Any contractual warranty is excluded, as is the legal warranty for defects.

XI. Dojo Responsibility

11.1 Commitment to formal application of the GTC

In the event of violations of its own contractual obligations resulting from these GTC, the *Dojo* is unlimitedly liable to the *virtual member* for direct and proven damage, caused by the *Dojo* by illegal intention or gross negligence. The *Dojo* declines its responsibility for slight fault and for the fault of an auxiliary.

11.2 Limited liability

All liability is expressly excluded for indirect damage or consequential damage. Consequential damages are in particular shortfalls, damage to reputation and loss of data following prior disruptions or interruptions in the availability of *Dojo* services and following the failure of marketing channels, errors transmission, delivery or updating of access rights too late, information on prices or erroneous services and errors in order confirmations. Any liability of the *Dojo* is excluded for the contents of the websites of *partners* and other third parties, which refer to the Internet shops of the *Dojo* or to which the Internet shops of the *Dojo* refer.

11.3 No responsibility for partners

The *Dojo* also cannot check whether a *partner* correctly and fully fulfills its obligations to services linked or resulting from the contract concluded between the latter and the respective *virtual member*. Only the *partner*, resp. the *virtual member*, and in no case the *Dojo* are responsible for contractual and extra-contractual violations, in particular a poor or incomplete organization or performance of the *online service*, cancellation of the *online service*, contrary to the contract, insufficient quality benefits and a violation of the obligations of the *virtual member* when using the *online service*. This exclusion of liability also applies to quasi-contractual and extra-contractual rights between the *virtual member* and the *partner*, resulting from the processing of the contract, in particular from the performance or use of the *partner's online service*.

11.4 No admissible complaints

The *online services* of the *Dojo* include exercises involving the body and the mind. **Like any physical or psychological training or practice, if the methods presented in the *online services* are misused, misinterpreted or improperly practiced, they can cause injury or other problems. The *Dojo* urges *virtual members* to practice the methods and exercises offered in the *online services* carefully and only under the supervision of a qualified teacher. If signs of pain or discomfort appear, the *virtual***

member must immediately stop the exercises and inform the Dojo. The *Dojo* and its *partners* cannot be held responsible for any damage or inconvenience suffered following the execution of exercises covered in the *online services* offered. No complaint concerning the adequacy or the benefits of the exercises and methods presented in the *online services* to treat physical, psychological or organizational disorders is admissible.

XII. Responsibility of virtual member

12.1 Responsibility towards the Dojo

The *virtual member* is liable vis-à-vis the *Dojo* in an unlimited manner for direct and proven damage, caused by an intention contrary to the contract or by gross negligence.

12.2 Fraudulent use of online services

The *virtual member* is required to reimburse the *Dojo* for any costs occasioned by improper use or fraudulent use of the *virtual member's* password and the *online services* to which it gives access.

12.3 Access rights

Each *virtual member* receives a username and password (hereinafter referred to as “**access rights**”) allowing them to access the *online services* they have purchased. Access rights are personal and are valid only for private use. By registering, the *virtual member* consents to the *Dojo* verifying this in case of doubt as to the private nature of the use of their *access rights*. *Access rights* must be treated confidentially by the *virtual member* and his immediate family (the partner and the children, therefore the private household).

12.4 Discharge

The *virtual member*, individually and in the name of any person who uses the *online services* through their *user account* made available by the *Dojo*, releases, acquits and discharges the *Dojo* forever from any liability, claim, or request for compensation for any damage monetary or bodily injury, which he would have himself, and any beneficiary of *online services* or his legal representatives, suffered as a result of the improper use of *online services* made available via our websites. The only recourse available to the *virtual member*, and to any beneficiary of *online services* or their legal representatives will be the cancellation of the receipt of said *online services*. In the sense of art. 11.4, the *Dojo* requires the prudent use and supervision of qualified teachers of the methods and exercises it offers. The *virtual member* is responsible for choosing the application or not of the content offered by the *Dojo* via *online services*.

XIII. Intellectual property & copyrights

13.1 Intellectual property & copyrights

The Internet shops and all the content accessible in the *Dojo online services* (hereinafter referred to as “**content**”) are protected by copyright and are the exclusive and exhaustive property of the *Dojo*, if no contrary provision has been made. The *content* may contain warnings relating to the protection and exploitation rights of third parties (for example *Dojo partners*), which the *virtual member* must take into account. All rights of translation, adaptation, reproduction (in whole or in part),

distribution, transmission (electronic or by other means), modification, linking or use of content for public purposes or are prohibited, illegal and constitute a forgery for all countries without the prior written authorization of the *Dojo*.

XIV Anti-spam policy

14.1 *Dojo* anti-spam policy

The *Dojo* disapproves of unsolicited commercial e-mail, also known as spam (hereinafter referred to as "**spam**"). The *Dojo* team also receives a lot of e-mails every day and it is a real waste of time to have to delete all these unnecessary messages! The *Dojo* considers *spam* as an offense and pollution of the entire Internet community. This is why the *Dojo* fully approves and complies with all the requirements of article 3, letter o, of the Swiss law on unfair competition prohibiting spamming. The *Dojo* also complies with all other laws applicable to unsolicited commercial e-mails.

14.2 Option to unsubscribe

When the *virtual member* or potential buyer registers in our online store or registers via one of the *Dojo*'s electronic forms for one of its seminars or a free overview of its *online services* via its websites, the *Dojo* always gives the possibility to unsubscribe. The *virtual member* or potential buyer can do this immediately or at any time by simply clicking on a link in the e-mail they receive from the *Dojo*. However, sending e-mails to *virtual members* from the *Dojo* is necessary so that they can benefit from the *online services* of the *Dojo*. Unsubscribing from *Dojo* mailing lists is considered as resignation from the status of *virtual member*. As a result, the rights to access *online services* are canceled. No reimbursement can be required from the *Dojo* in the event of unsubscribing from its mailing lists.

14.3 Contact the Dojo

The *Dojo* responds personally and naturally to any e-mail requesting information, an e-mail concerning billing or any other personalized e-mail. In case of questions, concerns or to comment on this anti-spam policy, simply contact the *Dojo*: send an e-mail to [info\(at\)dojo-ne.ch](mailto:info(at)dojo-ne.ch).

XV Data protection declaration and consent to the use of personal data

Data protection is a matter of trust, and the trust of *virtual members* or potential buyers is very important to the *Dojo*. The *Dojo* respects the privacy and personality of the people who contact it and its *virtual members*. Therefore, the protection of personal data as well as their collection, processing and use in accordance with legislation is an essential concern for the *Dojo*. As a guarantee of security and to maintain the trust of its users when its *sales channels* and web pages are visited, the *Dojo* strictly observes legal requirements when processing personal data. The *Dojo* here wishes to inform its users about its collection and use of data.

By approving the data protection declaration set out below, *virtual members* and potential buyers agree with the *Dojo* to the collection, processing and use of their personal data in compliance with the relevant laws data protection and the provisions below.

15.1. Responsible body

The body responsible for the collection, processing and use of personal data in compliance with data protection legislation is the *Dojo*.

In the event of opposition to the collection, processing and use of data by the *Dojo* in accordance with all or part of these data protection provisions, it is possible to send the opposition by e-mail or letter to the following coordinates:

Dojo de Neuchâtel – Espace Culturel, Eric & Sonja Graf
Rue de Maillefer 11d, 2000 Neuchâtel, Switzerland
info(at)dojo-ne.ch, T. +41 (0)79 310 01 99

15.2. Collection, processing and use of your personal data

The *Dojo's* guideline is to keep the collection of personal data to the strict minimum in order to be able to communicate with its users in an appropriate manner, deliver the *online services* that its *virtual members* buy from it or offer them others that might be of interest to them.

15.2.1 Personal data

Personal data is information concerning the personal or material situation of a specific or determinable natural person. This can be e.g. the name, telephone number, address or all of the data that is communicated to the *Dojo* during registration and during a purchase. The statistical data that the *Dojo* collects e.g. during the consultation of its online store and which cannot be directly linked to the user are not concerned. These are, for example, statistics indicating which pages of the *Dojo* store are particularly appreciated or how many users visit its web pages.

15.2.2 Online service access account

The *online service* access account that the *virtual member* purchased from the *Dojo* evolves into a system, hosted on Amazon AWS servers, separate from the *virtual member's* contact and/or billing administrative system. The *virtual member's user account* is protected by a password but does not contain any other information except the name, first name, e-mail and the start and end dates of the *online services* purchased. The *virtual member* can add information about himself to this account, such as his photo for example, but this information is not linked to our administrative system. The *virtual member* is not required to add any information concerning him in his account for access to *online services* and, if he does, he takes full responsibility. The primary purpose of the *online service* access account is to provide information, not to collect it.

The only control that this system performs are the IP addresses used by the same *virtual member*.

This is indeed the only way to roughly verify that users are not abusing their access by passing it on. As mentioned in art. 12.3, the *access rights* are personal and are valid for private use. The *Dojo* does not know the password that the *virtual member* uses to access its *online services* because it is stored in the form of an encrypted chain. When checking the password, the *Dojo* checks two encrypted strings - if they are the same, it means the password is correct. Access to the application server and the database server is limited to one person who downloads new versions. Amazon secures access via access from a specific IP address. In addition, the *Dojo* must have encryption keys to access the resources. The management website hosting the *online services* is made in JavaEE technologies that provide security and do not succumb to typical attacks (such as SQL - injection).

As a user, the *virtual member* or potential buyer undertakes to treat personal access data confidentially and to prevent access to any unauthorized third party. The *Dojo* cannot assume any responsibility for the misuse of passwords, unless it has to answer for the abuse.

15.2.3 Collection, processing and use of personal data

The *Dojo* attaches great importance to data protection. This is why it strictly observes the legal requirements of the federal data protection law and the electronic media law when collecting, processing and using personal data. The *Dojo* collects, records and processes the data of its *virtual members* or potential buyers for the complete execution of their purchase (including any subsequent services), for its customer service, technical administration and for internal marketing purposes. Personal data is only transmitted or communicated to third parties (for example our automated delivery systems for *online services* or our *partners*) if this is necessary for the execution of the contract or invoicing or if the *virtual member* has previously consented to it. The data thus transmitted must only be used by our service providers for the performance of their task. No other use of the information is authorized and takes place with the providers to whom we entrust tasks. To process an order, the *Dojo* needs exact data, including name, address and payment details. The e-mail address is also required to be able to confirm receipt of the order and communicate with *virtual members* or potential buyers. The *Dojo* also uses it as an identifier. It is also thanks to this e-mail address that the *virtual member* receives his order confirmation. Insofar as there is no legal obligation to keep it, personal data is deleted if the *virtual member* or potential buyer has asserted his right to be deleted and if the data is no longer necessary for the execution of the tasks for which they were registered, or if their registration is not authorized for any other legal reason.

15.2.4 Use of data for advertising purposes

In addition to processing data for the execution of purchases at the *Dojo*, the *Dojo* also uses the data to communicate with its *virtual members* or potential buyers about their orders or certain products or seminars in the context of marketing measures and for recommending products or services that might interest them.

The *virtual member* or potential buyer consents to the *Dojo* processing and using their personal data for advertising purposes to send them by e-mail marketing announcements that may be of interest to them.

The *virtual member* or potential buyer can at any time object to the use of their personal data for advertising purposes without incurring costs. For this, a simple written declaration is sufficient (eg e-mail or letter). There is a button or a link to unsubscribe at the bottom of each email received from the *Dojo*. However, the *virtual member* or potential buyer is aware that unsubscribing on his part may result in the termination of some of the *Dojo's online services* or services which require it to be able to communicate by e-mail with him.

The *Dojo* uses e-mail advertising only within the framework authorized by law.

15.2.5 Administration data of virtual members or potential buyers

The *Dojo* uses the CRM software InfusionSoft by Keap (Keap HQ, 1260 South Spectrum Boulevard, Chandler, Arizona 85286, USA) to administer the data. In addition to the contact and billing details of *virtual members* or potential buyers, the *Dojo* can collect information such as, for example.

confirmation of receipt and reading of e-mails, information concerning the computer and Internet connection, operating system and platform, order history, customer service history, date and the time of visits to some of the *Dojo's* web pages, the products that have been viewed.

If necessary, the *Dojo* uses this information for administrative purposes to provide *online services* purchased by its *virtual members*, or exclusively in a pseudonymized form to improve the *Dojo's* services. Thanks to the analysis and the exploitation of this information, it is possible for the *Dojo* to improve its websites and its online offer and thus to send an individualized advertisement, i.e. an advertisement which recommends products which could really interest its *virtual members* or potential buyers. The goal of the *Dojo* is to make its advertising more useful and more interesting for its *virtual members* or potential buyers. This is why the analysis and exploitation of the

pseudonymized data collected about them helps the *Dojo* not to send them random advertising but only advertising that corresponds to their areas of interest. In this context, the *Dojo* can for example compare which advertising e-mails are open among those it sends, in order to avoid sending them unnecessarily.

Virtual members and potential buyers agree that the *Dojo* will use the data indicated to it and other information recorded about them, as well as pseudonymized data concerning their use of the sites, in order to present them with personalized advertising and/or offers and relevant services.

The *virtual member* or potential buyer may at any time object to the use of their personal data for advertising purposes without this incurring costs. For this, a simple written declaration is sufficient (eg e-mail or letter). There is a button or a link to unsubscribe at the bottom of each e-mail received from the *Dojo*. However, the *virtual member* or potential buyer is aware that unsubscribing on his part may result in the termination of some of the *Dojo's online services* or services which require it to be able to communicate by e-mail with him.

The *Dojo* uses e-mail advertising only within the framework authorized by law.

15.2.6 Vouchers and personalized discount codes

The *Dojo* may, at its sole discretion, issue, delete or modify *vouchers* in the form of codes (series of letters and numbers) allowing certain buyers to benefit from discounts on certain *online services*. Personal data is then used to verify eligibility for the reduction or not. No complaint is admissible regarding the functioning or the validity of such *vouchers*. See also section IX "Vouchers and discount codes".

15.3 Cookies

The *virtual member* or potential buyer is currently not required to accept cookies in order to view *Dojo* websites or benefit from its *online services*. The *Dojo* does, however, draw the attention of its *virtual members* and potential buyers to the fact that it may introduce some in the future. These GTC will then be adapted accordingly.

15.4. Secure data transmission

The *Dojo* does everything it can to protect the personal data of its *virtual members* and potential buyers and to transmit them securely using encryption (for example SSL (Secure Socket Layer)). No one can guarantee absolute protection. However, the *Dojo* protects its websites and other systems by technical and organizational measures against loss, destruction, access, modification and dissemination of data by unauthorized persons.

15.5. Right of information of the data subject

In accordance with federal data protection law, *virtual members* and potential buyers of the *Dojo* have the right, among other things, to be informed free of charge of the data recorded about them and, if necessary, have the right to rectify, block or delete their data.

The *Dojo* takes the protection of personal data very seriously to ensure that it is not passed on to third parties. In case of questions about the data that the *Dojo* would have in its possession, send a request by e-mail or by post, making sure that identification is possible unequivocally to: Dojo de Neuchâtel - Espace Culturel, Eric & Sonja Graf, Rue de Maillefer 11d, 2000 Neuchâtel, Switzerland, info(at)dojo-ne.ch.

XVI. Final provisions

16.1 Place of performance

The place of performance for the *online services* of the *Dojo* is located at the headquarters of the *Dojo*.

16.2 No claims to the *Dojo*

The *virtual member* renounces to deduct claims against the *Dojo*, whether they are in money or in additional content compared to the *online services* purchased.

16.3 Out of date or incomplete GTC

If some or more of the provisions of these GTC should be or become null and void or not applicable, in whole or in part, this will not affect the validity of the other provisions of these GTC or the purchase of *online services*. In this case, the parties will replace the null and void or non-applicable provision with a valid and applicable provision, which will meet the maximum economic and clarity objective pursued by the provision to be replaced. This also applies in the event that these GTC should contain a gap in the regulations.

16.4 Applicable law and place of jurisdiction

Swiss law, excluding the rules of private international law and the 1980 United Nations Convention on Contracts for the International Sale of Goods, is applicable to these General Terms and Conditions and to any disputes arising or related to the relationship between the *Dojo* and the *virtual member* purchasing *online services*. The exclusively competent forum for all disputes between the *Dojo* and the *virtual member* purchasing *online services* is located at the *Dojo*'s headquarters, in Neuchâtel, subject to mandatory provisions protecting the buyers.

16.5 Contact information

In case of questions or comments regarding these GTC, please contact:

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Eric & Sonja Graf
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Neuchâtel, February 2020