

Terms and Conditions - Workshops

For purchases of the Services (“Taught Online Workshop”) from Mirai Solutions GmbH (“Mirai”), you agree to the terms of this agreement which will bind you.

The Services A description of the Services (“Taught Online Workshop”) together with the dates on which the Services will begin are available on our Website. We will provide the Services with reasonable care and skill in accordance with the description set out on the Website.

Those purchasing the Service and also attending the Online Workshop will receive a *Certificate of Attendance*.

Few days prior to the Event you will receive Instructions for Installations and Set-Up. You shall be responsible for carrying out the Instructions in time prior to the start of the Workshop. If you can’t follow the Online Workshop because you have not performed the required steps early in advance Mirai will not be responsible for any problem that missing this action can cause.

If the *Recording* of the Taught Online Workshop on Google Meet is planned, it will be communicated on the Website’s Workshop page as well as in the Registration and Checkout forms. In such case, by purchasing the Services you agree to allow Recording of the Taught Workshop you participate in. Recordings include the active speaker and anything that’s presented, comments and discussion raised from attendees and Google Meet Chats.

The Recording, if successful, can be shared only with the workshop attendees who can provide an email with a *Google Account* (required to access private content on YouTube). Once the success of the *Recording* is confirmed by Mirai you will be informed within three working days after the Event.

Fees The Fees for the Services shall be as set out on the Website and expressed in *CHF*, “Swiss Francs”. The Services can be purchased via *PayPal* or *Credit Card*, alternatively an *Invoice* can be requested and hence paid prior to the start of the Online Workshop. PayPal Fees are born by Mirai.

Unless otherwise specified at the time you purchase the Services the Fees are inclusive of *VAT* or other local taxes.

Fees for the Service selected by you on the Website shall be debited from your credit / debit card at the time of purchase. Fees must be paid in full prior to you attending any Online Workshop.

Any fees charged by your debit or credit card provider in connection with your purchase of Services are for your own account and Mirai shall not be responsible for these.

You shall be responsible for all costs you incur in connection with your attendance at any Taught Workshops or your access onto any Online Workshop.

Cancellation and Refunding You are permitted before the start of the Services to cancel your purchase of the Services. If the *Cancellation* is communicated (per e-mail) 7 days before the start of the Event then 100% *Refund* will be granted, otherwise if it is communicated prior to receiving the “Material” then 50% refund will be granted. Any incurred *PayPal Fees* will be deducted from the Refund and will be born by the attendee. If you have purchased an Online Workshop and have already received, accessed all or part of the Material then you shall have no right to cancel your order. In case of “No Show” there is no *Refunding* conceded. If *Recording* of the Online Workshop is available, it will be provided.

Mirai reserves the right to reschedule or cancel an Event without notice. In case of *Cancellation* decided by Mirai you will be fully refunded (with no deduction of any Fees). In case of *Reschedule*, you will be given the choice of transferring to another date / time among those available, or to get a full Refund.

Intellectual Property All Intellectual Property Rights in the Workshop Materials, Online Workshops *Recording* and the speeches made by trainers at the Taught Workshops are, and remain, the intellectual property of Mirai or its licensors.

You are not authorized to:

- (i) copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the Workshop Materials without prior written permission;
- (ii) record on video or audio tape, relay by videophone or other means the Online Workshop or Taught Workshop given;
- (iii) use the Workshop Materials in the provision of any other Workshop or training whether given by us or any third party trainer;
- (iv) remove any copyright or other notice of Mirai on the Workshop Materials;
- (v) modify, adapt, merge, translate, disassemble, de-compile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Workshops.

Breach by you of this clause shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Online Workshops.

In consideration of the Fees paid by you, we grant to you a limited, non-transferable, non-exclusive license to use the Workshop Materials and the software in respect of the Online Workshop for the sole purpose of completing the Online Workshop and / or attending the Taught Workshop.

You shall be responsible for all costs you incur in connection with your attendance at any Taught Workshops or your access onto any Online Workshop.

Law and Jurisdiction This Agreement is subject to *Swiss Law* and the parties submit to the exclusive jurisdiction of the Swiss courts in connection with any dispute hereunder.