



GTC

bookaclass

GENERAL TERMS AND CONDITIONS

BOOKAClass.NET
VALID 01 DECEMBER 2020



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These General Terms govern the rights and obligations related to the use of the services offered on the website "www.bookaclass.net" and "publisher.bookaclass.net". NB: compared to these GTCs, from a legal and legal point of view, it was the Italian version that can be consulted on www.bookaclass.net/docs/cdc_it.pdf

1 Introduction

1.1 Scope and validity of these General Terms and Conditions

Validity

These General Terms and Conditions (GTC) of bookaclass.net, via al palazzo 3, 6927 Agra Switzerland (hereinafter "Bookaclass"), as well as the provisions declared binding by these GTC in addition to the same, in particular the Privacy Policy and the Commission Regulation, govern the use of the data provided through the www.bookaclass.net website (including all subdomains) Bookaclass and the contractual relationship between Bookaclass and Bookaclass users.

Confirmation and amendment of these General Terms and Conditions

You join these GTC whenever you access Bookaclass, which reserves the right to make changes to these GTC at any time and to publish the latest version to Bookaclass. Users will also be informed of any significant changes within a reasonable time before they enter into force. In this context, Bookaclass once again stresses the possibility of objecting. If a user does not object to the validity of the new GTCs based on this information, the modified GTCs are considered accepted.

1.2 Platform

Bookaclass provides its subscribers with the platform for the offer and purchase of related courses and products. For simplicity, these Terms of Sale refer to the course provider as a "publisher", the buyer of a product as a "buyer" and the sale concluded as a "purchase".

1.3 Principles for the use of the Bookaclass.net

1.3.1 Independent use

On the platform, users can conclude contracts themselves and under their own responsibility with other users. Only the publisher and the buyer are obliged and authorized by such contracts. The performance of the contract is the sole responsibility of the publisher and the buyer.

1.3.2 Legal status of Bookaclass

Bookaclass is not part of the contracts entered into between users on the platform. Bookaclass, its representatives, employees and collaborators are in no way responsible for the risks associated with the initiation and conclusion of commercial operations and are in no way responsible for any resulting damages.

Bookaclass is not obliged to control the behavior of its users or in relation to the use of the platform. In particular, Bookaclass has the right, but not the obligation, to review ads, texts and images posted on the platform by its users for their legality or eligibility in any way. This also applies in particular to the system used by users under their own responsibility for the evaluation of sellers

1.3.3 No right of use

There is no right to Bookaclass registration, registration, use of the platform or services. In particular, Bookaclass is free to refuse registration at any time or exclude a user, prohibit use or terminate a service pursuant to section 2.4.4

1.4 Definitions

1.4.1 User

By registering, i.e. by indicating the requested personal data and consenting to these General Terms of Contract, the data subject becomes "user" of the platform. Bookaclass may provide additional data and/or verifications or waive it. Registration and registration are free of charge.

1.4.2 Event

An event is the publication of an ad for the promotion of a course on the platform.

The event will indicate the date, the place (also virtual) and the language in which the course will take place, and the registration fees.

Fees may be expressed in cash or credits and may require the possession of a Subscription put up for sale by the publisher.

1.4.3 Credits

Credits are a virtual currency that can be used on Bookaclass.

Credits can be purchased by users through listings created by sellers at a defined free price of the publisher.

Credits can only be used to sign up for publisher events.

1.4.4 Subscription

A subscription is a title that the publisher puts up for sale through an ad, and that allows access to events whose membership is tied to the possession of the subscription.

2 Users

2.1 Purpose

Registration as a registered user is a requirement to offer and purchase products and services on the platform, for the use of the related functions of the website and for the use of areas of the website protected by passwords (in particular a personal account). In order to use all the functions of the platform as a user (in particular to sell and buy without limitation), different levels of verification are provided or may be required (e.g. the insertion of an activation code sent by SMS). The purchase of a product offered in an ad is also open to non-users.

2.2 Description

Registration and registration are free of charge. Registration is personal and non-transferable.

2.3 Minimum requirements for accession

2.3.1 Ability to act

Membership is open only to natural or legal persons with full capacity to exercise civil rights. Children under the age of 18 are excluded.

2.3.2 Personal data

The information to be entered at the time of registration must always be complete and exact and must include: full name and surname, date of birth, telephone number (no paid service number such as 0900 numbers), valid e-mail address. For the registration of a company or an account of a business partner, it is necessary to indicate the name of the contact person and also the entire company name (incl. VAT and trade register number, if available). In case of changes, the user is required to update the data immediately in the personal account so that the information is always complete and correct. Bookaclass may at any time provide or refrain from providing further information and/or carry out further checks to allow specific functions.

The username you choose should not be obscene, derogatory, or otherwise objectionable. In addition, the username must not contain references to an email address or Internet address, nor violate the rights of third parties.

2.4 Start and termination of affiliation

2.4.1 Start

Membership begins with the sending of a confirmation email by Bookaclass after registration and acceptance of these GTC.

2.4.2 Cancellation by the user

The cancellation of membership is possible at any time through an e-mail communication to [the address customersupport@bookaclass.net](mailto:customersupport@bookaclass.net), provided that all the following conditions are met:

- the balance of the user's account is in balance, that is, there is no balance in favor of Bookaclass.
- you do not currently offer any products on Bookaclass.
- the user does not have active registrations for courses not yet held.

If any of these conditions are not met, the withdrawal is invalid. Bookaclass customer service confirms cancellation with an email and closes the corresponding account. All ratings given and received will continue to appear on Bookaclass even after your affiliation ceases

2.4.3 Termination by Bookaclass

Bookaclass has the right to exclude a user for objective reasons, in particular in case of non-compliance with the GTC, at any time (i.e. to cancel membership), to prohibit a use or to interrupt a service, without the user in question having the right to claim against Bookaclass. Bookaclass has the right to temporarily block or permanently exclude a user if there is any doubt that another user already blocked or excluded (e.g. family users or roommates) carries out his business through this account, or if there are reasonable grounds to suspect that the user has violated the rights of third parties.

Refund fees, reminder fees and any other expenses are also due in case of exclusion.

All ratings given and received by a user will continue to appear on the platform even after the end of the affiliate.

Excluded users do not have the right to re-register as users without the prior consent of

Bookaclass, either in your own name or under a different name. Violations of this provision provide for a fine of CHF 100.-.

3 General user tasks

3.1 Confidentiality of access data

You are required at all times to keep your personal password secret for access to the platform, and not to disclose or make your user account accessible to third parties.

3.2 Technical interventions

The use of mechanisms, software or other scripts that may disturb the proper functioning of the website is prohibited.

Users cannot take measures that could result in an excessive or unreasonable burden on the Bookaclass infrastructure.

Users are prohibited from blocking, overwriting, or modifying Bookaclass-generated content or interfering in any other way with Bookaclass sites.

3.3 Intangible property rights of third parties (intellectual property)

Ads, texts and images that a user posts on the platform in any way and form (course descriptions, ratings, etc.) or communicate in any other way through the platform must not violate the intangible property rights of third parties. The user may use and publish on the Bookaclass website only images and texts that he himself has created or whose use has been authorized by the copyright holder; this applies in particular to texts and images accessible to the public on another website.

3.4 Personality rights of third parties

Ads, texts and images, which a user posts on the platform in any way and form (course descriptions, ratings, etc.) or otherwise communicates through the platform, may not violate the personality rights of third parties; in particular, they cannot be insulting, obscene, defamatory, harassing, disparaging, reputational damaging, etc.

3.5 No ads

Ads, texts and images that a user posts on the platform in any way and form (course descriptions, ratings, messages to the buyer, etc.), may not contain any form of advertising for products that this user does not currently offer or in the immediate future through the platform.

3.6 Links and web addresses

Ads and content posted on the platform (including images) must not contain URL links or web addresses.

3.7 Use of content

Information about a publisher that may appear in an ad or other information that Bookaclass may transmit in connection with ads may only be used in connection with the corresponding listing; in particular, use for advertising purposes is prohibited. It is also not allowed to use this information for sending newsletters or to transmit it to third parties.

3.8 No conclusion of contracts outside the platform

The texts and graphic representations, which a user publishes on the platform in any way and form (insertion, event, subscription, etc.), cannot aim at the conclusion of contracts outside the platform or request it directly or indirectly.

3.10 Use in accordance with the truth of the evaluation system

You are obliged to provide truthful information in the assessments you provide. Assessments must be based on facts and must not contain personal insults. Advertising is not allowed to be included in a rating (e.g. indication of a www address, etc.). Any unfair influence on its profiles or third-party profiles through evaluations, as well as any misuse of the evaluation system, is prohibited. In addition, it is not allowed to mention users' personal data in an assessment. It is also forbidden to publish misleading assessments or manipulate the evaluation system to its own advantage. Bookaclass has the right, but not the obligation, to intervene in the evaluation system at any time and without consultation and to cancel and/or correct certain assessments in exceptional cases.

4 How the Bookaclass Platform Works

4.1 Transactions

Bookaclass provides, through the platform, the necessary infrastructure for the promotion and sale of courses and is responsible for the collection transactions of sales fees.

The publisher must indicate, in the appropriate dedicated area, the method of payment of the fees among one of those made available by Bookaclass.

The following payment methods are currently available:

- Bank account (by posting to Stripe)
- PayPal

There may be limitations on the availability of payment methods based on the country in which the publisher's headquarters are located, determined during registration.

The payment of the fees will not be made until the payment method is registered by the publisher.

SEPA payment will be used for bank transfer payments to accounts within the European Union.

Any fees charged by the publisher's bank upon receipt of the payment shall be borne by the publisher.

The fees applied PayPal the receipt of the payment is borne by the publisher.

4.1 Payment by publishers

Publishers will receive payment for sales fees for products and services published on the platform, the first week of each month. The amount paid will include all the fees for sales made in the previous month, excluding registration for events that have not yet expired (except for single-registration events, for which the first week will be considered as the expiration date).

All fees will be paid net of sales fees.

4.3 Sales commissions

Entering subscription and credit events and listings on the Bookaclass platform is free.

In accordance with the expense's regulation, the publisher must pay Bookaclass a commission of 5%. This fee will be withheld by Bookaclass at the time of payment to the seller of the consideration for the sale.

The commission may be modified following agreements between Bookaclass and the publisher, or promotions offered by Bookaclass.

Bookaclass reserves the right to adjust the fee amount for new listings at any time.

4.4 Prohibited listings

Bookaclass is authorized to prohibit the offer of certain products and product groups on the platform at any time, at its discretion and without giving reasons. A non-exhaustive and constantly updated overview can be found in the general list of prohibitions.

4.5 Published content, ads and events, categories

Bookaclass is authorized to delete individual ads, events and textual and photographic material on the website at any time without further request and without giving reasons. This applies in particular to listings placed in an inappropriate category of courses, or in particular ads that are obviously not serious or with texts or images that could violate the rights of third parties. From such cancellations it is not possible to make any claim against Bookaclass.

In addition, Bookaclass has the right, at any time without notice and without justification, to rename, split, combine, cancel or introduce new ad categories and to move current listings to another category or delete them accordingly.

4.6 GTC violations by a user

Bookaclass is authorized to notify a user if there are concrete and credible indications that this user has violated these General Conditions. Bookaclass is in particular authorized to notify a user if there are concrete and credible indications that the user would deliberately violate his contractual obligations towards another user. The right to exclude a user from registration remains confidential (see registration /Termination by Bookaclass).

4.7 Evaluation system (feedback)

Feedback is a publisher evaluation tool, which buyers can use to make judgments about the courses they participated in.

Feedback can only be expressed by users whose participation in a course has been certified by the publisher, through the attendance management tool available to the publisher.

The publisher has the right to respond to feedback received but cannot manage its publication.

5 Publisher's obligations

5.1 No sale of prohibited services

It is forbidden to offer courses whose content may violate the rules of law or morality. Bookaclass maintains a non-exhaustive and continuously updated list of prohibited courses (see Platform Operation/Prohibited Offers) whose listing is prohibited without Bookaclass prior explicit consent. Bookaclass reserves the right to make changes to the products and services offered without notice.

Regardless of whether a course is listed, Bookaclass reserves the right to cancel listings at any time and to inform competent authorities or damaged third parties.

5.2 Truthful and complete information about the course offered

The publisher is required to provide truthful, non-misleading and non-unfair information about the course offered.

The publisher is required to publish the course in the appropriate category on the platform.

6 Publisher-buyer report

6.1 General information

Bookaclass does not guarantee that users behave according to the principles of good faith in transactions on the platform. Bookaclass in particular does not guarantee that users will comply with contractual obligations that may exist between them.

6.2 Procedure for running events and subscription and credit listings

6.2.1 Binding nature of the publication of an event

As long as there is no registration, the publisher has the right to cancel the event.

As soon as he receives the first subscription, through the platform, the publisher is bound to the same.

6.2.2 Binding nature of the subscription or credits listing

Credits or subscriptions sold on the platform are valid until they expire and cannot be cancelled by the publisher. Similarly, events related to them cannot be modified to render them unusable.

6.2.3 Cancellation of an entry

The user has the right to cancel the registration to an event up to a week before the start, and receive a refund of the registration in one of the following ways:

- In the case of a cash rate, you will receive the full deducted amount of transaction fees incurred during the purchase process.
- In the case of credit rate, the full amount in credits incurred for the purchase will be credited back to your user account.

6.2.4 Conclusion of the contract

When registering for an event, purchasing credits or subscriptions, a binding contract is automatically concluded between the publisher and the buyer.

6.2.5 Content of the contract

Publisher's terms and conditions

The content of the contract concluded is determined by the description of the course provided by the publisher and the defined conditions of the publisher, present in the listing on the website at the time of registration.

Inadmissible and therefore not part of the contract is a transfer of Bookaclass fees by the publisher to the buyer.

The purchase price is always inclusive of value added tax.

Swiss law applies to all disputes between contracting parties in connection with the listing, with the exception of the United Nations Convention on Contracts for the International Sale of Goods.

6.2.6 Performance of the contract

General aspects

Both contracting parties are required to comply fully and punctually with the obligations arising from the purchase contract.

Unlike EU countries, Switzerland does not (yet) have the consumer's right of withdrawal.

The performance of the contract is the responsibility of the parties; the fulfillment (execution) of the transaction is governed by the respective contractual conditions. This also applies in particular to the expiry date of the individual contractual services (i.e. the time from which the actual service is requested and can also be performed in court).

Expiration

The contractual performance due must be fulfilled by the publisher in a complete and correct way in the place and at the time indicated in the published event. The other party must, for its part, present itself with any equipment or teaching material necessary for the course.

Minimum contract duration

In the case of subscriptions in which there is a minimum duration, but the payment is divided in a temporal manner different from the total duration of the contract, the buyer is required to respect the minimum contractual duration by paying the individual fees until the minimum contractual duration is reached.

Termination deadline

In the case of subscriptions with automatic renewal, in which there is a minimum cancellation period, the buyer is required to pay any renewals subsequent to the cancellation of the automatic renewal, if it has not been carried out within the time limits set by the minimum contractual cancellation period.

6.2.7 Withdrawal

If a publisher does not provide the services due despite the request, the purchaser has the right to withdraw from the contract and, for his part, to request the return of the amounts paid. This does not apply if the purchaser himself obstructed the provision of the services (e.g. the buyer did not show up at the event or did not have the necessary means at his disposal for the performance).

6.2.8 Dispute

The buyer may open a dispute with the publisher if the purchased service has not been deemed adequate or does not match the description present at the time of registration. The dispute will suspend payment of the publisher's subscription fee and will be frozen until it is concluded.

Bookaclass does not intervene in any way in the merits of the dispute.

The buyer and the publisher may use the means made available by the platform to communicate or may use their own means.

The buyer has the right to close the dispute at any time, freeing up the payment of the fees to the publisher.

The dispute will be concluded automatically after 40 days from its opening, freeing up the payment of the registration fee, which will be regularly paid to the publisher.

The buyer may in any case appeal in civil proceedings if he considers that the publisher has behaved intentionally.

7 Mobile devices

Bookaclass may provide its users with access to the offers and content of Bookaclass websites, as well as the sending of ads or the conclusion of contracts via mobile devices. Bookaclass reserves the right to exclude certain content, services and features from the latter that are only displayed on Bookaclass websites.

Bookaclass has the right to technically edit, prepare, and adapt subscriber ads and content so that they can also be viewed on mobile devices.

Users are aware that the presentation of ads on the mobile device may differ from that of the website. However, users remain bound by their offer or the conclusion of a mobile contract as if they had made the offer or conclusion of the contract through a website.

8 Data protection

Bookaclass process personal data collected by users in accordance with the Privacy Policy.

9 Transfer of rights and obligations to third parties

Bookaclass reserves the right to transfer to third parties, individuals or all rights and obligations arising from these GTCs or to have them exercised by third parties.

As a user, all rights and obligations arising from the activation of a user account against Bookaclass cannot be transferred.

10 Exclusion of Bookaclass liability

10.1 General information

Bookaclass is liable only for direct damages caused by an intentional act or gross negligence on the part of Bookaclass itself. Bookaclass liability for direct damages in the event of slight negligence - for any legal reason - is expressly excluded, subject to legal provisions. Bookaclass liability for indirect damages or consequential damages - for any legal reason - is completely and expressly excluded.

10.2 Technical failures, maintenance

Bookaclass is liable only for gross negligence or for the temporary and intentional unavailability of the website, for the failure of single operation or all functions of the website or for the malfunctioning of the website

Web. In particular, Bookaclass is not liable for slight negligence for technical problems that

prevent the acceptance or processing of ads or offers, late or incorrectly. In particular, Bookaclass does not guarantee that the system reporting time corresponds to an officially established time.

The Bookaclass website may be temporarily unavailable or only partially available for maintenance work or other reasons, without the user being able to make any claims against Bookaclass.

Auctions that have been significantly affected by system outages are automatically extended. Please observe our principles in case of system malfunctions.

10.3 Content and offers

Bookaclass is not obligated to control ads, ratings and other information posted by users on the platform and in particular assumes no responsibility for them:

- the truthful and in any case correct design of the ads
- the quality, safety, legality or availability of the products offered
- the ability, authority and willingness of each user to offer, purchase, deliver, pay or execute
- in another way.

10.4 Users and third parties

In particular, Bookaclass is not liable for damages suffered by users or third parties due to the behavior of other users or third parties in relation to the use or abuse of the platform.

10.5 Linked sites

Bookaclass assumes no responsibility for the actuality, correctness, legality, completeness or quality of the content of the websites reachable through links on the Bookaclass websites and excludes any responsibility in this regard.

11 Exemption

If other users or third parties claim rights against Bookaclass for violation of their rights, because of ads or content posted by a third user, or for a different use of Bookaclass sites by a third-party member or user, you or the member in question will keep Bookaclass from all claims and undertake to assume Bookaclass legal defense costs (including court and legal costs).

12 Safeguard clause

Where individual provisions of these GTCs are wholly or partly void and/or ineffective, the validity and/or effectiveness of the remaining provisions or parts of those provisions shall remain unchanged. Invalid and/or ineffective provisions must be replaced by provisions which are as legally and effectively approaching the meaning and purpose of invalid and/or ineffective provisions as possible. The same applies to any shortcomings in the regulation.

13 Applicable law and competent court

All disputes between Bookaclass and a user (current or former user) arising from these GTC are subject to Swiss law. Unless otherwise provided by law, the competent court is that of Lugano, Switzerland.