



Confidentiality and Use Clause

Independent contract document

Document	Confidentiality and Use Clause H.A.B.A.360™
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Purpose	Independent contract document for integration into the GTC H.A.B.A.360 (valid for HABA Basis, Level 1 and Level 2) and as the basis for the onboarding briefing.

Preamble

Christelle Schläpfer, acting under the firm edufamily® with its seat in Switzerland (hereinafter "the programme management"), has developed the international professional course H.A.B.A.360™ — Holistic Anti-Bullying Approach (hereinafter "the course" or "H.A.B.A.360"). The course comprises the levels HABA Basis, HABA Level 1 — Facilitator, HABA Level 2 — Coach & Trainer, as well as the levels HABA Level 3 — Mentor and HABA Level 4 — Senior Mentor which are under construction.

The contents of the course — the HABA philosophy and the case-based approach derived from it, the underlying theoretical framings, the didactic materials, the case examples and the concrete tools and forms of application — have arisen over many years from practical, teaching and conceptual work. They are protected by Swiss copyright law (URG) and by trade-secret protection (Art. 6 UCA). The H.A.B.A.360 brand is filed for registration with the Swiss Federal Institute of Intellectual Property (IPI).

By booking a course level (HABA Basis, Level 1 or Level 2), the participating person (hereinafter "the participant") accepts the present Confidentiality and Use Clause as a binding part of the course contract. This clause is integrated by reference into the General Terms and Conditions (GTC) H.A.B.A.360 and documented again at the course start by a separate onboarding briefing.

1 Article 1 · Scope and Contracting Parties

1.1 Contracting parties

The contracting party on the side of the programme management is: edufamily® · Christelle Schläpfer (sole proprietorship), Eichweid 3, CH-8312 Winterberg (Switzerland).

The contracting party on the side of the participant is the natural person who books the course level. Bookings by organisations for individual employees establish the contractual relationship between the programme management and the natural person sent; the booking organisation is additionally jointly and severally liable for compliance with this clause by the person sent, insofar as the organisation initiates the booking and bears the course fee.

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1.2 Material scope

This clause applies to all participants of the course levels HABA Basis, HABA Level 1 — Facilitator and HABA Level 2 — Coach & Trainer, irrespective of the booking channel (direct booking, in-house booking, acquisition scholarship, collaboration scholarship, full scholarship or alumni pioneer price). It applies even where the course level is completed without acquiring an active HABA licence.

For holders of an active HABA licence, the provisions of the HABA licence agreement apply additionally and take precedence. The present clause remains in force even after the licence is acquired as a minimum standard and is extended, not replaced, by the licence agreement.

1.3 Temporal scope

The obligations under this clause begin with the booking of the course level and apply without time limit. This unlimited validity results from the character of the underlying protective rights: copyright-protected material does not lose its protection through the passage of time during the usual protection periods, and trade secrets remain protected for as long as they are not generally known.

Clarification: The unlimited confidentiality relates exclusively to the material and the HABA-specific contents (see Articles 2 and 3). It does not constitute a non-compete or professional-practice clause. The participant is and remains free to be professionally active in the field of bullying, cyberbullying, prevention and intervention.

2 Article 2 · Definitions

For the purposes of this clause:

- **"HABA materials"**: all documents made available in the context of the course in any form — in particular scripts, handouts, worksheets, slides (as PDF or in another form), case examples, exercises, checklists, self-reflection instruments, reading recommendations with HABA commentary, recordings (insofar as exceptionally made available), as well as all contents of the HABA course platform.
- **"HABA-specific concepts"**: the methodical components of the HABA philosophy taught in the course — in particular grids, step sequences, question systems, models, tools and didactic sequences, as well as the HABA-specific theoretical framings (for example the holistic categorisation of bullying taught in the course, the HABA-specific connections between individual psychology, systemic case analysis and context-sensitive work, and further framings taught in the course).
- **"Active HABA external presence"**: any outward-facing communication that establishes a reference to the H.A.B.A.360 brand, the HABA programme or the HABA brand titles (HABA Facilitator, HABA Coach & Trainer, HABA Mentor, HABA Senior Mentor) — for example on websites, in advertising material, in social media, in email signatures, on business stationery, on profiles in professional directories, or at talks and workshops.
- **"Brand title"**: the international, uniformly English self-designations "HABA Facilitator", "HABA Coach & Trainer", "HABA Mentor" and "HABA Senior Mentor".
- **"Certificate title"**: the localised designations of the educational qualification acquired (e.g. "Certified Professional in Bullying Prevention H.A.B.A." for Level 1, or "Certified Professional in Bullying Prevention and Intervention H.A.B.A." for Level 2).
- **"Active HABA licence"**: the licence acquired in addition to the certificate and renewed regularly, which entitles in particular to active brand-title use, the directory entry and logo use; the full scope of services results from the licence agreement.

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3 Article 3 · Permitted Use

Within the scope of their own professional activity, the participant is entitled to the following:

3.1 Silent application in one's own professional field

The participant may apply the competences and knowledge acquired in the course in their own professional activity — without an active HABA external presence. This silent application includes in particular work with one's own clients, with pupils, with schools, in counselling mandates or in in-house activity, provided the activity is not carried out under the name of, or with reference to, the H.A.B.A.360 brand. As soon as a reference to the H.A.B.A.360 brand is established externally — in particular by using a brand title in the present tense, by using the H.A.B.A.360 logo or by using the HABA name — an active HABA external presence exists. This requires an active HABA licence and is governed by Article 4.

3.2 Personal learning and professional development

The participant may use the HABA materials for the purpose of personal learning, their own professional development and their own professional practice reflection. This also includes the personal preparation and follow-up of course dates as well as work with the materials within the scope of the written work provided for (Level 1).

3.3 Historical CV mention

The participant may mention the completed course level in their CV, in professional profiles and in professional applications in historical form. Examples of permissible wordings:

- "HABA Basis — Holistic Anti-Bullying Approach, completed 2026"
- "Certified Professional in Bullying Prevention H.A.B.A., completed 2027"

This historical mention does not itself constitute an active HABA external presence within the meaning of Article 4, provided it is limited to the mere statement of fact of the completed educational path and is not used in the present tense as a description of activity.

3.4 Anonymised case reflection

The participant may use the competences acquired in the course for the anonymised, confidential reflection of their own cases within the scope of the course mentoring, the later case mentoring (in the licence context) or collegial intervention settings, provided the professional duty of confidentiality towards their own clients is maintained.

3.5 Use of HABA-specific elements in one's own professional offer

Participants without an active HABA licence relationship remain free to be professionally active in the field of bullying, cyberbullying, prevention and intervention. Should they wish, beyond this, to incorporate individual HABA-specific elements — in particular the specific categorisations and approaches taught in the course — into their own or a third party's offer, programme or business model, this is permissible by way of derogation from Articles 4.2, 4.3 and 4.6, but exclusively upon cumulative fulfilment of both of the following conditions:

- (a) prior written consultation with the programme management and its express written consent in the individual case; and
- (b) clearly visible attribution of H.A.B.A.360™ / edufamily® / Christelle Schläpfer as the source of the content concerned, in an easily findable place in one's own offer — not merely as an incidental mention of the completed educational path.

Without cumulative fulfilment of both conditions, use remains prohibited under Article 4 and triggers the legal consequences under Article 6. The programme management decides on consent at its reasonable discretion; there is no legal entitlement to consent. The verbatim passing on, reproduction or translation of the HABA materials

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themselves (Articles 4.1, 4.7), as well as their use for training AI-supported or automated systems (Article 4.8), remain excluded in any case.

3.6 Use of expressly released application materials

Individual HABA materials that are expressly and visibly marked by the programme management as released for passing on or for direct application (hereinafter "application materials" — for example individual worksheets, information sheets or exercises for work with clients, pupils, schools or in counselling mandates) may be used by the participant within the scope of their own professional activity for precisely this purpose and handed to the respective recipients. Not released are, in particular, scripts, slide sets and entire module contents, as well as all materials not expressly marked; for these, the prohibition on passing on under Article 4.1 continues to apply without change. A release does not establish any use, reproduction or transfer rights beyond this.

4 Article 4 · Non-Permitted Use

The participant undertakes to refrain from the following actions:

4.1 Passing on HABA materials

The passing on of HABA materials in any form (digital or analogue) to third parties is prohibited — in particular to colleagues, employees of one's own organisation, clients, students, family members or members of professional networks. This also applies where the passing on takes place in a seemingly harmless context (extracts by email, screenshots in chats, sharing on shared cloud drives, oral passing on of entire module contents). The use of expressly released application materials under Article 3.6 is unaffected.

4.2 Integration into own or third-party programmes

The integration of HABA materials or HABA-specific concepts into own or third-party educational, counselling or training programmes is prohibited — whether as a module, a chapter, an exercise sequence, a didactic framework or a methodical foundation. Existing programmes of the participant may not be expanded with HABA contents, and new programmes may not be assembled from HABA contents. The conditional use of HABA-specific elements under Article 3.5 (consultation and attribution) is unaffected.

4.3 Creation of own products with HABA contents

The creation of own products under the participant's name or under another name that reproduce HABA materials or HABA-specific concepts wholly or in essential parts is prohibited. This includes in particular — but not exclusively — workshops, webinars, online courses, self-study programmes, books, specialist articles, blog posts, newsletters, podcast episodes and social media content. The conditional use of HABA-specific elements under Article 3.5 (consultation and attribution) is unaffected.

4.4 Active HABA external presence without an active licence

Any active HABA external presence without an active HABA licence is prohibited. In particular, the following are prohibited:

- Using a brand title in the present tense ("I am a HABA Facilitator", "I am a HABA Coach & Trainer").
- Use of the H.A.B.A.360 logo or other protected figurative-mark elements.
- Entry in the public HABA professionals directory.
- Advertising one's own activity as a "HABA offer", "HABA workshop", "HABA counselling", "HABA coaching" or similar.
- Use of the H.A.B.A.360 name or the HABA brand titles in URLs, domain names, social media handles, email addresses or business designations.

The historical CV mention regulated in Article 3.3 remains unaffected.

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4.5 Unauthorised recordings

The recording of course sequences — whether as video, audio, screenshot, screen recording or by other recording methods — without the express written permission of the programme management is prohibited. This applies equally to synchronous online sequences, to in-person parts and to group case mentoring. Likewise prohibited is the making of verbatim written transcripts of course sequences with the aim, or the discernible possibility, of passing them on or publishing them.

Live online sequences are, as a rule, not recorded and made available to participants. Any recordings made by the programme management itself are used exclusively after the express consent of the filmed persons and under the conditions communicated there.

4.6 Publication of HABA-specific concepts

The publication of HABA-specific concepts (within the meaning of the definition in Article 2) under one's own name or under the name of third parties is prohibited — whether in book form, in specialist articles, in academic works (with the exception of the written work provided for in the course vis-à-vis the programme management), in blog posts, in social media contributions or in another form. The proper citation of individual general concepts from the publicly accessible professional discourse remains unaffected. The conditional use of HABA-specific elements under Article 3.5 (consultation and attribution) also is unaffected.

4.7 Translation and adaptation

The translation of the HABA materials into other languages, as well as their substantive adaptation, abridgement, restructuring or enrichment, is prohibited — except for the exclusively personal use within the meaning of Article 3.2. Passing on translated or adapted versions is prohibited in any case.

4.8 Use in AI training and automated systems

The use of the HABA materials for training, fine-tuning, data enrichment ("retrieval-augmented generation") or otherwise feeding artificial-intelligence models is prohibited, unless this takes place exclusively for the participant's own personal learning support and does not involve any passing on or external storage.

5 Article 5 · Protection of the Material and Technical Measures**5.1 Basis of protection**

The HABA materials are protected by copyright (URG) and at the same time constitute trade secrets of the programme management within the meaning of Art. 6 UCA. All rights in the material remain with the programme management. The booking of the course level establishes no transfer of rights in the material, but merely a personal right of use limited to the scope of Article 3.

5.2 Technical and procedural protective measures

The programme management uses in particular the following protective measures, the effect of which the participant acknowledges and does not impair by their own actions:

- Watermarks with the name and date of the participant on all PDF scripts and handouts.
- Access to the materials exclusively via the protected HABA course platform with a personal login. Materials are made available exclusively as PDF; PowerPoint source files or editable source documents are exclusively part of the licence toolbox and are not made accessible to participants without an active licence.
- Download activities on the course platform are logged and may be used as evidence in the event of a dispute.
- Access to materials may be time-limited after the course ends.

The participant undertakes neither to circumvent nor to remove technical protective devices, in particular not to remove watermarks, not to pass on login data, and not to carry out systematic downloads or scraping operations.

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5.3 Onboarding briefing

At the start of each course level, a separate onboarding briefing is conducted, in which the contents of this clause are collegially and legally contextualised, communicated and documented by separate signature. Signing the onboarding briefing is a precondition for the handover of the HABA materials.

6 Article 6 · Contractual Penalty and Further Legal Consequences**6.1 Contractual penalty**

In the event of a demonstrable breach of Article 4 (Non-permitted use) or Article 5.2 (circumvention of technical protective measures), a lump-sum contractual penalty of CHF 10,000 to CHF 20,000 per breach is owed. The specific amount within this range depends on the severity and intentionality of the breach, the reach of the dissemination, and the economic and reputational damage caused.

6.2 Multiple and continued breaches

Each individual breach is sanctioned separately. In the case of continued breaches (e.g. repeated publications, multiple instances of passing on, ongoing unauthorised external presence), each repetition counts as an independent breach. The programme management reserves the right, in the case of multiple or particularly serious breaches, to set the contractual penalty at the full amount of the upper range.

6.3 Injunctive relief, compensation and surrender

The contractual penalty is in addition to statutory claims of the programme management — in particular claims for injunctive relief, removal, compensation and surrender of profits under the applicable copyright, competition-law and general contract-law provisions. The contractual penalty is not offset against any compensation; the participant owes it in addition.

6.4 Burden of proof and preservation of evidence

The programme management bears the burden of proof for the breach. The participant acknowledges, however, that technical logs of the HABA course platform (download logs, login data, watermark traces on passed-on materials) as well as publicly accessible publications (websites, social media, books, articles) are admissible as evidence.

6.5 Exclusion of set-off

Claims of the programme management under this clause may not be offset by the participant against any counterclaims, unless the counterclaim has been finally determined by a court or acknowledged by the programme management.

7 Article 7 · Applicable Law and Place of Jurisdiction**7.1 Applicable law**

This clause and all disputes arising from it are governed exclusively by Swiss law, excluding the conflict-of-laws rules of private international law (PILA) and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

7.2 Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from this clause is Winterthur (Canton of Zurich, Switzerland). The programme management is entitled to bring proceedings against the participant also at the participant's general place of residence.

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7.3 International participants

The participant takes note that the chosen law and the chosen place of jurisdiction apply even where they have their residence or habitual abode outside Switzerland. In relation to consumers domiciled in the European Union, mandatory consumer-protection provisions of the state of residence remain unaffected, insofar as they cannot be derogated from by a choice of law.

8 Article 8 · Final Provisions**8.1 Form of amendments**

Amendments and additions to this clause require the written form. This also applies to the cancellation of this written-form clause. Email and text form are sufficient, unless expressly regulated otherwise.

8.2 Severability clause

Should individual provisions of this clause be wholly or partly invalid, unenforceable or incomplete, the validity of the remaining provisions remains unaffected. In place of the invalid or unenforceable provision, a provision is deemed agreed which comes closest to the economic purpose of the original provision within the legally permissible framework.

8.3 Relationship to the GTC and the onboarding briefing

This clause is integrated in full by reference into the General Terms and Conditions H.A.B.A.360 — valid for the course levels HABA Basis, Level 1 and Level 2. It is documented again at the course start by a separate onboarding briefing and signed separately. In the relationship between the GTC, the onboarding briefing and the present clause, in the event of conflict the provision with the effect more favourable to the programme management applies, insofar as this is legally permissible.

8.4 Relationship to the licence agreement

If the participant, after completing the certification, additionally acquires an active HABA licence, the provisions of the licence agreement are added and take precedence in the event of conflict, insofar as they contain more far-reaching or more specific rules. The present clause remains in force as a minimum standard and continues to have effect unchanged after the end of a licence.

8.5 Language versions

This clause is published in the course languages German, French, Spanish and English. In the event of conflict between the language versions, the German original version is authoritative.

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Confirmation by the participant

By booking the course level and by separate signature within the scope of the onboarding briefing, the participant confirms that they have read, understood and fully accepted this Confidentiality and Use Clause.

Place, date · Signature of participant

Confirmation by the programme management

Place, date · Christelle Schläpfer, edufamily® / H.A.B.A.360

— End of the Confidentiality and Use Clause H.A.B.A.360™ · As at June 2026 —