



General Terms and Conditions

With special provisions for HABA Basis, Level 1 — Facilitator and Level 2 — Coach & Trainer

Document	General Terms and Conditions H.A.B.A.360
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Scope	All bookings of the course levels HABA Basis, HABA Level 1 — Facilitator and HABA Level 2 — Coach & Trainer. Levels 3 and 4 will be supplemented in separate terms upon their respective activation.
Relationship to related documents	Integrates by reference the Confidentiality and Use Clause and the Self-Designation Guideline H.A.B.A.360, as amended from time to time.

Preamble

H.A.B.A.360™ — Holistic Anti-Bullying Approach — is an internationally oriented course for professionals who prevent bullying and cyberbullying on a sound basis and intervene professionally in acute cases. The course is structured to meet recognised quality standards; corresponding recognitions are being prepared for each language region. It is addressed to academically trained professionals from the educational, psychological and psychosocial fields, as well as to professionals with demonstrably equivalent training. It is offered in a hierarchically structured multi-level architecture (HABA Basis · HABA Level 1 — Facilitator · HABA Level 2 — Coach & Trainer; further levels to follow).

By booking a course level, the participating person (hereinafter "the participant") accepts these General Terms and Conditions (hereinafter "GTC") as a binding part of the course contract. The GTC are divided into two parts: Part A contains the general provisions applicable to all course levels; Part B contains the special, level-specific provisions. In the event of conflict between Part A and Part B, the level-specific provisions of Part B take precedence over the general provisions of Part A.

Part A · General Provisions

1 Article 1 · Contracting Parties

1.1 Contracting party on the side of the programme management

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

1.2 Contracting party on the side of the participant

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 the fulfilment of the

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financial obligations arising from this contract, insofar as the organisation initiates the booking and bears the course fee.

2 Article 2 · Scope

These GTC apply to all bookings 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, referral scholarship, collaboration scholarship, full scholarship, alumni pioneer price).

For holders of an active HABA licence, the provisions of the HABA licence agreement apply additionally. These GTC remain in force even after the licence is acquired, insofar as the licence agreement does not expressly contain deviating provisions.

Deviating or supplementary general terms and conditions of the participant or of a booking organisation do not apply, even if the programme management does not expressly object to them.

3 Article 3 · Quality Standards and Recognitions

The course is structured to meet recognised quality standards; corresponding recognitions are being prepared for each language region.

A particular recognition by a particular body is not part of this contract, is not warranted and does not constitute a warrantable characteristic of the course in the sense of an agreement on quality. What is owed is solely the proper delivery of the course in accordance with the respective current curriculum description. From the absence, delay or lapse of a recognition, the participant cannot derive any claims, in particular no refund, reduction or compensation.

4 Article 4 · Booking and Conclusion of Contract**4.1 Access requirements**

The course levels are addressed to academically trained professionals as well as to professionals with demonstrably equivalent training (admission after individual assessment). The level-specific access requirements are set out in Part B and in the respective current course description on the landing page. The programme management checks the access requirements before conclusion of the contract; a reasoned refusal of a booking where the access requirements are not met is reserved.

4.2 Conclusion of contract

The contract is concluded upon (i) a binding booking registration by the participant (online, in writing or by email) and (ii) written booking confirmation by the programme management. With the booking confirmation, the contract is legally binding.

The programme management may limit the number of bookings per run for didactic reasons; once the maximum number of participants is reached, the next booking moves to a waiting list or is referred to the next run.

4.3 Minimum number of participants and cancellation by the programme management

The delivery of each course run requires a minimum number of 6 participants. The maximum number of participants for all levels is 20 (a guideline; a slight excess is permissible in an individual case where didactic quality is preserved).

If the minimum number of participants is not reached by 14 days before the course start, the programme management may cancel the run. In this case the participant receives a full refund of payments already made; further compensation claims — in particular for travel costs, hotel costs, loss of earnings or preparation effort — are excluded, except in the case of proven intent or gross negligence on the part of the programme management.

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5 Article 5 · Prices and Three-Region Tariff Architecture**5.1 Prices by level**

The prices applicable to the respective level are stated in Part B and correspond to the respective current price list on the landing page. The prices are understood for natural persons without a VAT obligation on the part of the programme management; a possible later VAT liability is reserved and is not applied retroactively to current bookings.

The prices stated in the level overview (Part B) apply to Region 1 (highest-price market). For Regions 2 and 3 they are reduced in accordance with Article 5.2; the respective current prices in all three regions are shown on the landing page.

5.2 Three-region tariff architecture

H.A.B.A.360 applies a three-region tariff architecture that takes into account the market purchasing power of the buyer's region of residence. What is decisive is not the language of the course version but the documented place of residence of the participant at the time of booking:

Region	Tariff	Coverage
Region 1 — highest-price market	100 %	DACH, Benelux, Scandinavia
Region 2 — mid-price market	75 %	Western Europe, North America, Australasia, Asia-Pacific, Gulf States and Israel
Region 3 — pioneer market	55 %	Eastern Europe, Latin America, Africa, rest of the Middle East, rest of Asia

The participant proves their place of residence in a suitable form at the request of the programme management (e.g. copy of ID, certificate of residence). In the event of a subsequently identified false statement, the programme management reserves the right to claim the price difference.

5.3 Early-bird price

Insofar as the course description states an early-bird price, this applies until the deadline stated there. Decisive for the application of the early-bird price is the receipt of the complete booking registration by the programme management.

6 Article 6 · Delivery, Obligations, Proof of Achievement and Certification**6.1 Format and delivery**

Format, sequence, accompanying formats, workload and didactic details of the individual course levels result from the respective current curriculum or course description on the landing page. The level overview in Part B summarises the essential key data for each level.

6.2 Obligations of the participant

The participant undertakes to attend the contact days and the programme-led accompanying formats of the booked level, to confirm the required reading, and to submit in due time the written work(s) provided for the level in accordance with the respective current curriculum description. In the event of being unable to attend individual sequences, the catch-up or compensation rules provided for there apply.

6.3 Written work and assessment

Insofar as a level provides for a written work, this is the central proof of achievement for the award of the certificate. Scope, assessment logic, assessment criteria and correction deadlines result from the respective current curriculum description. The assessment is carried out on a pass / fail basis. In the event of failure, one revision within the set

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deadline is possible without additional charge; a second revision may be submitted for an additional fee by arrangement with the programme management.

6.4 Certification and brand title

Upon full fulfilment of the obligations under Article 6.2 and — insofar as provided for the level — passing the written work, the participant receives the qualification provided for the booked level in accordance with Part B (certificate of attendance or certificate). Certificates are valid for life, document the completed educational path and are not revocable. Using the associated brand title in the present tense additionally requires an active HABA licence (see Article 11 and the Self-Designation Guideline).

7 Article 7 · Scholarships and Special Tariffs

To safeguard international accessibility, the programme management operates a four-tier scholarship and special tariff system (four-pillar accessibility), which is regulated in detail in a separate Scholarship Regulation. The pillars comprise:

- Region 1 — highest-price market (100 %): DACH, Benelux, Scandinavia.
- Region 2 — mid-price market (75 %): Western Europe, North America, Australasia, Asia-Pacific, Gulf States and Israel.
- Region 3 — pioneer market (55 %): Eastern Europe, Latin America, Africa, rest of the Middle East, rest of Asia.
- Pillar 1 — regional tariff: automatically effective, no application required (see Article 5.2).
- Pillar 2 — collaboration scholarship: reduced price in return for documented collaboration on defined tasks.
- Pillar 3 — referral scholarship: reduced price upon proven referral of further participants.
- Pillar 4 — full scholarship / hardship: full or largely covered costs in justified hardship cases in return for a symbolic personal contribution.

Detailed conditions, application procedures and availability of the individual pillars result from the respective current Scholarship Regulation H.A.B.A.360. Scholarship bookings are subject to the same GTC as direct bookings, unless expressly regulated otherwise in the Scholarship Regulation.

8 Article 8 · Payment Terms and Instalments

8.1 Payment deadline and means of payment

The course fee is due for payment within 10 days of the booking confirmation, but at the latest 14 days before the course start. Payments are made by bank transfer, credit card or PayPal; the bank transfer is made to the bank details stated on the invoice, credit card and PayPal payments via the online booking process.

8.2 Instalment payment

At the participant's request, the course fee may be settled in instalments. The specific instalment terms (number, amount and due date of the instalments) are agreed in writing at the time of booking. The precondition is full settlement of all instalments by no later than one month after the course start of the respective level.

In the event of cancellation (see Article 9), the cancellation percentages are calculated proportionally on the total price of the booked level. Instalments already paid are — insofar as a refund is owed — reimbursed within 30 days; outstanding instalments lapse accordingly.

8.3 Default of payment

In the event of default of payment by the participant, the programme management may, after an unsuccessful written reminder with a grace period of 14 days, claim default interest at the statutory rate, withdraw from the contract and/or refuse the handover of the HABA materials, participation in accompanying formats and the issue of the certificate of attendance or certificate until all amounts due have been settled.

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9 Article 9 · Rebooking, Substitute Person and Cancellation

If unable to participate, the participant has three options:

9.1 Option 1 — Rebooking to the next run

The participant may rebook their booking free of charge once to the next available run of the same level, provided this is declared in writing before the course start. A second or further rebooking is possible only in documented hardship cases (in particular illness, accident, family emergency) at the discretion of the programme management; there is no legal entitlement to this.

The rebooking takes effect only with written confirmation from the programme management. If the next run is not offered within the expected time frame for didactic or operational reasons, the participant may alternatively choose Option 2 or Option 3.

9.2 Option 2 — Substitute person

The participant may provide a substitute person who meets the access requirements for the respective level. The programme management checks the suitability of the substitute person; a reasoned rejection of the substitute person is reserved. Upon acceptance of the substitute person, that person assumes all rights and obligations under the course contract; the original participant is thereby released from the contractual relationship.

9.3 Option 3 — Cancellation

If neither rebooking nor a substitute person materialises, the participant may cancel the booking. The following cancellation fees apply, in each case based on the time of receipt of the written cancellation declaration by the programme management and on the date of the course start:

Time of cancellation	Refund
Up to 60 days before course start	100 % of payments already made
59 to 30 days before course start	50 % of the course fee
Less than 30 days before course start	No refund

In the case of instalment payment, the cancellation percentages are calculated proportionally on the total price of the booked level.

The course start within the meaning of these GTC is the first synchronous course day of the booked level. From that day, the course is deemed to have commenced; a claim to a refund — irrespective of actual further participation — no longer exists, and payments already made are not refunded retroactively.

In the event of proven serious illness or accident of the participant after the course start, the programme management may offer a discretionary rebooking to a later run; there is no legal entitlement to this.

For consumers domiciled in the EU or the EEA, the Right of Withdrawal H.A.B.A.360™ additionally applies (separate annex to these GTC). Insofar as a statutory right of withdrawal exists, it takes precedence over the above cancellation provisions for the duration of the withdrawal period.

10 Article 10 · Confidentiality and Use of the HABA Materials

By booking, the participant acknowledges that all documents made available in the context of the course, as well as the HABA-specific concepts taught in the course, are protected by copyright and constitute trade secrets.

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The details — in particular permitted and non-permitted uses, the contractual penalty for breaches, and the obligations towards the HABA course platform — are regulated in the "Confidentiality and Use Clause H.A.B.A.360" as amended from time to time. This clause is integrated in full by reference into the present course contract and documented at the course start by a separate onboarding briefing.

The respective current version of the Confidentiality and Use Clause is made available to the participant in a suitable form (email, course platform, attachment) at the latest with the booking confirmation.

11 Article 11 · Self-Designation

The self-designation of the participant with reference to the completed H.A.B.A.360 educational path — in particular the use of brand titles (e.g. "HABA Facilitator", "HABA Coach & Trainer") and certificate titles (e.g. "Certified Professional in Bullying Prevention H.A.B.A.") in external-communication contexts — is governed by the "Self-Designation Guideline H.A.B.A.360" as amended from time to time.

This guideline is integrated in full by reference into the present course contract. The participant takes note that using a brand title in the present tense requires an active HABA licence and that the Self-Designation Guideline continues to have effect even after the contract ends.

12 Article 12 · Data Protection

The programme management processes personal data of the participant in accordance with the Swiss Federal Act on Data Protection (revFADP) and, insofar as the participant has their residence in the EEA, additionally in accordance with the General Data Protection Regulation (GDPR).

The processing takes place for the purpose of contract performance, course delivery, quality assurance and the fulfilment of statutory retention obligations. Disclosure to third parties takes place only insofar as this is necessary for contract performance (e.g. accounting, payment service provider) or insofar as express consent of the participant is present.

The participant has the right to information, rectification, erasure and data portability in accordance with the applicable laws. Requests are to be addressed in writing to the programme management.

A more detailed presentation is contained in the provider's Privacy Policy, which is available at <https://edufamily.ch/datenschutzerklaerung> and on the landing page.

13 Article 13 · Liability

The programme management is liable for damage arising from the breach of essential contractual obligations, as well as for damage arising from intent or gross negligence, in accordance with the general statutory provisions. For slight negligence, liability is — insofar as legally permissible — limited to the contract value of the booked level.

Liability for consequential damage, loss of profit, loss of earnings, travel and hotel costs or comparable financial losses is — insofar as legally permissible — excluded. Liability for injury to life, body or health remains unaffected by this limitation.

The programme management is not liable for the achievement of a particular learning outcome, a particular professional success after completion of the course, or a particular recognition (see Article 3).

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14 Article 14 · Final Provisions**14.1 Applicable law**

These GTC and the course contract are governed exclusively by Swiss law, excluding the rules of conflict of laws and excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Mandatory consumer protection provisions at the participant's place of residence remain unaffected.

14.2 Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from or in connection with these GTC and the course contract is Winterthur (Switzerland). Mandatory consumer places of jurisdiction at the participant's place of residence remain unaffected.

14.3 Written form and amendments

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

The programme management may amend the GTC for future bookings at any time; an amendment applies to contracts already concluded only if the participant agrees to the amended version expressly or by conclusive conduct (e.g. continued use of the course platform after notice).

14.4 Severability clause

Should a provision of these GTC be or become wholly or partly invalid, unenforceable or void, 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.

14.5 Language versions

These GTC are maintained in the H.A.B.A.360 course languages German, French, Spanish and English. The publication of the non-German language versions takes place in stages with the respective landing pages. In the event of conflict between the language versions, the German original version is authoritative.

14.6 Relationship to other H.A.B.A.360 documents

These GTC integrate by reference the Confidentiality and Use Clause and the Self-Designation Guideline H.A.B.A.360, as amended from time to time. In the event of conflict between these GTC and an integrated clause, the provision more favourable to the programme management applies — insofar as legally permissible.

Part B · Special Provisions per Level — Level Overview

Part B summarises the level-specific key data of the three course levels currently ready for sale. The general provisions of Part A — in particular Article 6 — apply additionally. In the event of conflict, the details in Part B take precedence. Format, curriculum and price details result from the respective current course description on the landing page.

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Level	Format (short)	Access	Price R1 (early / regular)	Qualification
HABA Basis	2 days online synchronous (Zoom) · 2 × 3 h group case mentoring · 1 h individual case mentoring · course platform	Academic professionals from the educational/ psychological/ psychosocial field; lateral entry after individual assessment	810 / 890	Certificate of attendance (no certificate, no brand title)
Level 1 — Facilitator	4 contact days online synchronous (Zoom: 2 Basis + 2 deepening days) · 2 group case mentoring · concept workshop · individual case mentoring · two-part written work	Professionals at least at bachelor level in the relevant professions (details in the course description); lateral entry after individual assessment	1'890 / 2'090 (incl. full Basis) · difference from Basis 1'200	Certificate "Certified Professional in Bullying Prevention H.A.B.A."; brand title "HABA Facilitator" (present tense only with active licence)
Level 2 — Coach & Trainer	8 live online days (Zoom) with guided self-study phases · 2 × 3 h group case mentoring · 2 × 4 h intervention workshop · 1 h individual case mentoring · 5 × 2 h intervention groups · documented practice phase · reflection journal · written work	Completed Level 1 mandatory (no direct entry)	4'390 / 4'830	Certificate "Certified Professional in Bullying Prevention and Intervention H.A.B.A."; brand title "HABA Coach & Trainer" (present tense only with active licence)

Supplementary level-specific provisions

Crediting of HABA Basis (Level 1). If HABA Basis was completed previously, the achievements made there are fully credited towards Level 1; only the difference price is booked. The difference booking is concluded as a separate contract, to which these GTC also apply.

No crediting (Level 2). Level 1 and Level 2 are independent course levels with their own course fees; the price for Level 2 is charged separately, and no crediting of Level 1 achievements takes place.

Lateral entry to Level 2. For lateral entrants with demonstrably equivalent psychosocial or counselling training, the programme management may offer a combined booking (Level 1 + Level 2) in an individual case; there is no legal entitlement.

Acceptance of these GTC. By booking a course level, the participant confirms that they have read, understood and fully accepted these GTC, the Confidentiality and Use Clause integrated by reference, and the Self-Designation Guideline H.A.B.A.360.

— End of the General Terms and Conditions H.A.B.A.360™ · As at June 2026 —