

Terms and conditions

Asset Recovery for Civil Society and Journalists

1 Online course provider

The online courses are provided by the Basel Institute on Governance (the Basel Institute) through its International Centre for Asset Recovery (ICAR) and its training team.

2 Purchasing and confirmation

To purchase an online course, you must provide the required information and pay the specified amount. You must ensure that all information provided is complete and accurate.

Enrolment in the online course may be completed through the various methods specified in the course description on the Website

A legally binding agreement shall only come into existence once:

- a. The Basel Institute has accepted your offer to purchase an online course by sending you an order confirmation email, which will provide you with a link to access the online course, along with login details (if applicable); and
- b. The Basel Institute has received from you (or on your behalf) the entire course fee using one of the payment methods provided.

The present terms and conditions, together with the online course description on the Basel Institute website and the order confirmation email, constitute the entire agreement between us and supersede and replace any other terms and conditions previously published by us and any other understanding, undertaking, representation, warranty, arrangement, promise or statement of any nature whatsoever made by us to you, whether oral, written or otherwise, relating to the subject matter of the online terms. You acknowledge that you have not relied on any other understanding, undertaking, representation, warranty, arrangement, promise or statement made or given by us or on our behalf.

We reserve the right, in our sole and absolute discretion and without the need to give a reason, to refuse to accept an offer to purchase an online course. In such circumstances, no contract

will arise, and we will return any payment accompanying your purchase offer if such payment has already been made.

3 Payment

The course fee for any online course at any given time will be displayed on the Website and/or in a Brochure and/or communicated to you by a representative of the Basel Institute.

All amounts are payable in Swiss Francs. The prices quoted are inclusive of VAT. Any currency conversion costs or other charges incurred in making a payment shall be borne by you, and shall not be deductible from the amounts due to the Basel Institute.

4 Cancellation and deferral

You may cancel your purchase of an online course within a period of 7 days after receiving the email confirmation of your order. In this case, you may choose to defer your participation to a later online course (if available), subject to payment of any differences in course fees, or receive a full refund minus any bank fees or currency conversion costs.

You may defer the start date of your online course or change to another online course (if available) at any time within a period of 7 days before the start of the course, subject to the availability of a new date or an alternative course and upon payment by you of any difference in the course fees payable for the two courses.

You may transfer the online course to another employee of your organisation at any time prior to the start of the course.

You may cancel or defer your order, or change the participant's name, by email using the following email address: info@baselgovernance.org

In the event of force majeure or unforeseeable circumstances that make it impossible for the Basel Institute to conduct the course, participants will be allowed to join the next available course free of charge. If no course is available in the next 6 months or you are unable to attend due to force majeure and unforeseeable circumstances on the course dates offered, participants will be entitled to a full refund of the course fee.

The course requires a minimum of 15 participants. If this requirement is not met, participants may join the next available course free of charge. If no course is available within the next 6

months, or if you are unable to attend on the dates offered, you will be entitled to a full refund of the course fee.

Participants require a stable internet connection capable of sustaining a video conference, a video camera and headphones. The Basel Institute will not be able to refund the course fee in the event of technical problems on the participant's end. The online course will be delivered via the Zoom video conferencing platform.

5 Online course content and access terms

The description of the online course on the Website and/or in any relevant Brochure will set out the details of the available online courses.

The receipt of an online course is personal to you and, unless otherwise agreed by the Basel Institute, pursuant to Additional Terms and Conditions, you may not share or transfer your rights to access the online course or provide the online course to any other person, except under the circumstances described under "Cancellation and deferral".

You may incur charges from your internet service provider when accessing and/or downloading the course materials. Charges may also be payable to third parties for the use of the software required to access and/or download the course materials. You are responsible for paying any such charges.

You acknowledge that the Basel Institute maintains a zero-tolerance policy on inappropriate student behaviour. In particular, abusive or violent behaviour directed at the Basel Institute's staff or other students, and unfair or dishonest practices, will not be tolerated under any circumstances. The Basel Institute may, in its reasonable discretion and without liability or obligation to refund any course fee, refuse to provide any online course to any student who engages in inappropriate behaviour.

6 Technical support and access

If you are unable to access an online course, the Basel Institute will use reasonable endeavours to provide a solution where it has direct control over the system, software, or settings involved. If the issue lies with your hardware, systems, software, or settings, the Basel Institute may, in its discretion, provide assistance to help you resolve the issue, but cannot guarantee that any assistance provided will resolve your issue.

You accept and acknowledge that the Basel Institute cannot be held responsible for any delay or disruptions to your access to the online course as a result of such suspension or any of the following:

- a. the operation of the internet and the World Wide Web, including but not limited to viruses;
- b. any firewall restrictions that have been placed on your network or the computer you are using to access the online course;
- c. failures of telecommunications links and equipment; or
- d. updated browser issues.

7 Warranties

The Basel Institute expects you to take reasonable care to verify that the online course and course materials in question will meet your needs. The Basel Institute does not make any commitment to you that you will obtain any particular result from your use of the online course or course materials or that you will obtain any particular qualification on completion of the online course (unless otherwise stated on the Website and/or in any relevant Brochure).

The Basel Institute does not make any representation, guarantee or commitment to you that the online course or course materials will be error free.

8 Intellectual property

At all times, the Basel Institute and/or its licensors remain the owners of the intellectual property in the online courses and course materials. Except as specified below, no online course and/or course materials, nor any part of them, may be reproduced, stored in a retrieval system, or transmitted in any form or by any means without the prior written permission of the Basel Institute.

In consideration of receipt by the Basel Institute of the entire course fee, the Basel Institute grants to you a non-exclusive, non-transferable licence to access the online course and use the course materials content for the sole purpose of studying for the online course. For online study materials, the licence granted permits use by an individual student only.

You may not modify, copy, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way the online course or any of the course materials. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the online study materials or create derivative works based on the whole of or any part, or which incorporate, the online study materials into any software program.

Access to the online course and use of the course materials not expressly permitted in the online terms is strictly prohibited and will constitute an infringement of the Basel Institute's copyright and/or intellectual property rights, and/or the copyright or other intellectual property rights of external experts.

9 Data privacy

We will store your personal data and payment data in accordance with all applicable laws. We will not use it for any other purpose or provide it to any third party without your express permission.