

## **§1 Scope**

Solely the following General Terms and Conditions of Business as stated in the version that is valid at the time of use apply to the business relationship, between Solution for All Markus Müller (hereinafter referred to as Supplier) and the Customer, which is entered into online on the basis of the internet services of Solution for All Markus Müller. The Supplier does not accept the Customer's conditions to the contrary unless the Supplier had expressly approved their validity in writing.

## **§2 Customer's utilisation rights**

2.1 As part of the utilisation contract, the Customer is granted the basic right, limited to the term of contract, to solely use the internet services for its products contained in the range. This right also applies to its private end customers. However, the right may not be assigned to its reselling end customers. A commercial use without contract is prohibited.

2.2 The resale of the internet services by the Customer is expressly prohibited.

2.3 The Supplier is entitled to take technical precautions that prevent use that extends above and beyond the scope permitted as per agreement, in particular installing access blocks. If indications suggest use that considerably exceeds customary use or unlawful use of the content, the Supplier shall be entitled to review the use and where applicable block access to the content and terminate the service without notice.

## **§3 Customer's access and obligations**

3.1 The Customer's access may be password-protected as part of the internet.

3.2 The Customer may not forward access data. The Customer is personally responsible for preventing the forwarding of such information. If the Customer is a company, it shall state an employee (m/f) who is responsible for preventing the forwarding of such password information.

3.3 The Customer undertakes to keep the access data, in particular the password, secret and not to make them available to third parties. If the Customer becomes aware of misuse of the access data or the password, it is to inform the Supplier without delay. In the case of misuse the Supplier shall be entitled to block access to the internet service. The Customer shall be liable for misuse that is the Customer's responsibility.

3.4 The Customer is responsible for ensuring that data that are part of its range and intended for integration in the internet service are accessible. The Supplier may make such data available to third parties as part of its internet services too.

3.5 The Customer allows the Supplier to use the customer logo without restrictions in connection of the internet services.

## **§4 Prices**

4.1 The prices in respect of the internet service are based on the price list that is valid upon registration. Prices are based on Swiss Francs. Prices are subject to change and may be amended at any time by the Supplier by way of giving 30 days' notice. Prices in foreign currency are subject to exchange rates without notice.

4.2 The number of hits involving the customer logo shall be recorded by way of external, independent, counters (currently Google Analytics) and used for the pricing. To guarantee correct functions, the agreed Customer's requests for information/links are mandatory and are to be used on an exclusive basis. The publication of requests for information/links to the contrary constitutes misuse.

4.3 Customers outside Switzerland: VAT reverse charge procedure applies.

## **§5 Warranty**

5.1 The Supplier shall apply the care that is normally expected of the Supplier in respect of selecting and maintaining the data.

5.2 The availability of the internet services may temporarily be restricted for technical reasons, for example due to necessary maintenance work, or may temporarily be unavailable. The Customer may not derive claims for damages against the Supplier as a result of such down times.

5.3 The Supplier shall, without delay, rectify defects in respect of the internet services following a written and coherent description of the error by the Customer. The Customer may not derive claims for damages against the Supplier as a result of such defects.

## **§6 Conditions of payment**

Invoice amounts in respect of use shall fall due for payment 10 days following invoicing. The Customer shall settle invoices by way of a bank transfer or payment via PayPal. If the Customer defaults in payment the Supplier shall be entitled to request interest on overdue accounts of 5 % p.a., and following a reminder in vain the Supplier may block the internet service.

Invoices shall be sent out by e-mail in the form of PDF files. Bank and payment charges that may apply shall be borne by the Customer.

## **§7 Liability**

The Supplier does not accept any liability for the content or use of the internet services or resulting damage of any kind.

## **§8 Term of contract and termination**

8.1 The contract for the conditions of use is valid up until the end of the next month. The contract shall be extended in each case tacitly by one month. The termination period is 30 days and shall come into effect at the end of a month.

8.2 The Supplier reserves the right to suspend the internet service at any time for operational or other reasons without further notice. In such a case the Customer shall not be charged for any fees for the current month.

## **§ 9 Author's rights & copyright**

9.1 All source codes, data, texts, pictures and graphs and their arrangements are subject to copyright and are the intellectual property of Solution for All Markus Müller. They may neither be copied for forwarding nor used in an amended form or on other websites or servers or any kind of electronic device.

9.2 Some pages of [www.s4a.ch](http://www.s4a.ch) also contain pictures that are subject to the copyright of the parties that provided such pictures (e.g. logos).

## **§10 Data protection, secrecy**

10.1 The Customer is hereby informed that the Supplier shall store the utilisation data in machine-readable form and process them as part of the intended use set out in the contractual relationship. All utilisation data shall be treated in confidence.

10.2 The contracting parties undertake to treat in confidence the information from the other party's area of which they gain knowledge as part of executing the contract.

## **§11 General provisions**

11.1 The Supplier's registered office (currently Tann-Dürnten, Switzerland), is deemed the place of performance and the place of jurisdiction for disputes resulting from this contract. The invalidity of individual provisions shall not affect the remaining validity of the contract or these General Terms and Conditions of Business.

11.2 Solely Swiss law by way of exclusion of legal norms that refer to a different legal system applies to legal disputes resulting from or in conjunction with this contract. Application of the UN Convention on Contracts for the International Sale of Goods is excluded.

11.3 Subsidiary agreements, amendments or supplementary information regarding this contract are subject to the written form in order to be deemed valid. This also applies to rescinding the written form requirement. The Customer's General Terms and Conditions of Business do not apply.

11.4 The Supplier reserves the right to amend these conditions of use. The Customer shall be informed in text form (also eMail) of amendments to the conditions of use at least 4 weeks before they are due to come into force. To this end a reference to the internet address at which the current version can be downloaded is sufficient instead of enclosing the full text. If objections to the amendments are not raised within one month from receipt, they shall be deemed accepted. In the event of an objection, either party may exercise an extraordinary termination and terminate the contractual relationship by serving one months' notice.

11.5 In the case of differences compared with the German original version (AGB), the German version of this document shall be deemed the master and obligatory.

Tann-Dürnten, den 1.1.2016