

General Terms and Conditions (GTC)

1. Scope of Application

- a. These General Terms and Conditions (GTC) apply to all services provided by Z83 AG to its clients. By using the services and software of Z83 AG, clients or users agree to these GTC.
- b. Together with the individual contractual documents, these GTC constitute the final agreement between the client and Z83 AG.
- c. The Privacy Policy forms an integral part of these GTC (<https://z83.ch/wp-content/uploads/2025/01/Datenschutzerklärung-Z83-AG.pdf>).

2. General Provisions of the Agreement

- a. The subject of the agreement is the specific activities agreed upon on a case-by-case basis and to be performed by Z83 AG. There is no guarantee regarding the achievement of certain economic or other results. For this reason, despite the delivery of certain work results, Z83 AG shall not make any declarations in the form of expectations, forecasts, or recommendations constituting a guarantee for the occurrence of corresponding circumstances.
- b. Deadlines shall be regarded as general target specifications unless expressly agreed otherwise as binding commitments.
- c. Presentations, opinions, and similar documents shall only become binding upon valid signature. Other work results shall only be binding if explicitly confirmed in writing. Interim reports (e.g., unconfirmed figures from online accounting software) and preliminary work results may differ significantly from the final result and are non-binding.
- d. If individual employees are named in the agreement, Z83 AG shall make reasonable efforts to ensure that these individuals are available to support Z83 AG's work for the anticipated period specified in the agreement. Z83 AG reserves the right to replace individual employees and may engage suitable third parties (including those located abroad) to provide services.
- e. As a rule, Z83 AG provides its services within a service contract framework. Unless otherwise agreed in the contract, services shall be rendered on a time and materials basis.
- f. If, in individual cases, a contract for work and services exists, the client shall accept the deliverable at the earlier of the following points in time: when the acceptance criteria or procedure specified in the agreement are fulfilled or when the client makes productive use of the deliverable. If no corresponding criteria or procedures are defined in the agreement, the deliverable shall be deemed accepted upon delivery to the client.

3. Client's Cooperation and Obligations

- a. Z83 AG's performance is dependent on the client's cooperation and fulfillment of the responsibilities specified in the agreement.
- b. The client shall provide Z83 AG, without being specifically requested, in a timely manner with all information and documents necessary for the proper provision of services. Z83 AG may assume the accuracy and completeness of the documents provided and instructions given by the client. Z83 AG accepts no liability for any losses, damages, or deficiencies related to the services arising from inaccurate, incomplete, or otherwise defective information or documentation provided by the client.
- c. The client shall ensure that its employees are available to reasonably support Z83 AG.

d. The client retains responsibility for managing accounting and finances, including payment transactions and controls. Z83 AG does not assume any governance role.

e. The client or a third party appointed by them is deemed the "person responsible for accounting" in accordance with Article 958(3) of the Swiss Code of Obligations. Neither Z83 AG nor its employees assume this function. Z83 AG is also not responsible for compliance with statutory or other record-keeping and archiving obligations of the client.

f. The client agrees not to solicit or hire any Z83 AG employees in any capacity. This non-solicitation obligation applies during the term of the contractual relationship between Z83 AG and the client and for one year following its termination. In the event of a violation, the client shall pay a contractual penalty of CHF 35,000. Payment of this penalty does not release the client from the non-solicitation obligation. Z83 AG reserves the right to claim further damages.

4. Software Provided by Z83 AG

- a. The client shall not misuse the services. Usage is limited to lawful purposes. Z83 AG reserves the right to suspend or delete access in cases of suspected misuse.
- b. In connection with the use of services, Z83 AG or third parties may send service announcements, administrative messages, and other information. Z83 AG may contact the client through any communication channel.
- c. Clients are required to keep passwords confidential. The user is responsible for activities performed within their user account. Passwords used for Z83 AG services must not be reused for third-party applications.
- d. Z83 AG may add new features, remove functions, or suspend or permanently discontinue modules.
- e. If the client connects via API to Z83 AG software, they must avoid: rapid repetition of identical queries or transmissions (spam); repeated delivery of data despite error messages; and attempts to access unauthorized data. The client assumes responsibility for incorrect postings or other potential database issues arising from faulty API implementation. The client is responsible for initiating and monitoring API operations.

5. License Fees, Fees, and Expenses

- a. In addition to license fees and service fees, Z83 AG is entitled to reimbursement of incurred expenses and third-party fees. Travel time, except for travel from a local residence to the regular workplace, will be included in the hours charged for services. Z83 AG may adjust hourly rates at any time.
- b. Cost estimates are based on projected workloads and data provided by the client and are therefore non-binding for the final fee calculation.
- c. All price quotations are exclusive of taxes.
- d. Invoices from Z83 AG are payable within 14 days to the account specified by Z83 AG. In case of late payment, Z83 AG reserves the right to suspend contractually agreed services immediately or deviate from the agreed service levels. This right includes the suspension of online access. Z83 AG also reserves the right to terminate the agreement without notice. A late payment fee of CHF 25 per reminder will be charged, and default interest of 5% p.a. will apply from the due date.
- e. Upon termination of the agreement, the client shall pay Z83 AG for all services rendered up to the date of termination. In case of extraordinary termination by the client, they shall compensate Z83 AG for all additional costs arising from premature termination.

f. Regardless of the reason for termination, the client shall bear all repatriation costs. Z83 AG will charge the prices defined in the agreement for services accessed by the client beyond the termination date.

6. Information Exchange

a. Both parties agree to maintain confidentiality regarding all confidential information acquired during or in connection with the contractual relationship. Confidential information includes facts, methods, and knowledge not generally accessible to the public unless such access is not due to a breach of these obligations.

b. Disclosure of confidential information is permitted only to protect legitimate interests, provided the third party is subject to equivalent confidentiality obligations.

c. Z83 AG may disclose confidential information to third parties where necessary for the provision of services. Z83 AG may process client information, including personal data, electronically and through third parties (including abroad). Persons involved in system support and control functions are subject to confidentiality obligations.

d. The confidentiality obligation remains in effect beyond the termination of the contractual relationship. Z83 AG is not prevented from performing identical or similar assignments for other clients while maintaining confidentiality.

e. Communication between the parties may occur via electronic media (telephone, fax, websites, email). Both parties are responsible for taking adequate measures to ensure the security and integrity of transmitted data. The client acknowledges that absolute protection is not possible.

7. Protection and Usage Rights

a. All intellectual property and license rights relating to documents, products, and other work results developed or used by Z83 AG remain exclusively with Z83 AG.

b. Z83 AG grants the client a non-exclusive, non-transferable right to use the provided documents, products, and other work results, including associated know-how, for their own use for the duration of the contract.

c. The client is not permitted to duplicate, alter, distribute, sell, or lease any part of the provided documents, products, or work results.

d. Disclosure of documents, products, or work results (or parts thereof) to third parties is only permitted with Z83 AG's prior written consent.

e. The client shall not modify any documents provided by Z83 AG, particularly binding reports, unless their purpose is further processing by the client.

f. The client grants Z83 AG the unrestricted right to refer to the existing contractual relationship, including in advertising and as a reference. Z83 AG may use the client's logo in presentations, brochures, advertisements, etc.

8. Liability and Warranty

a. Z83 AG's liability is limited as follows:

1. Z83 AG is liable to the client only for unlawful intent and gross negligence without limitation.
2. Z83 AG is liable for personal injury and property damage where legally required.
3. Z83 AG is liable for other actual direct damages up to the amount charged for the affected assignment. In the case of recurring invoices, this is based on the total amounts charged within one year.

b. If third parties are engaged to provide services, Z83 AG is only liable for their proper selection and instruction. The liability limitations also apply to damages for which Z83 AG subcontractors are jointly or severally liable.

c. Z83 AG and its subcontractors are not liable for damages not caused by their fault. They are not liable for lost profits, indirect or consequential damages, missed business opportunities, loss of goodwill, incorrect payments, or unrealized savings.

d. Z83 AG assumes no liability or obligations towards third parties who benefit from or access the services.

e. Z83 AG excludes liability for the loss, damage, confusion, or delay of shipments (documents, correspondence, etc.).

f. Complaints must be reported immediately. Z83 AG has the right to rectify defects.

g. No warranties are provided.

9. Term of the Agreement

a. The agreement is valid from the start date specified in the agreement or, if not specified, from the date both parties sign the agreement.

b. If the agreement does not specify a fixed term, it ends when both parties have fully performed their contractual obligations.

c. If the client breaches the agreement, Z83 AG may immediately suspend or terminate the services.

d. Upon termination of the agreement, Z83 AG has no retention obligations and is entitled to delete stored data. Z83 AG may retain copies of documents and data for documentation or other legal reasons.

10. General Provisions

a. Except for the client's payment obligations, neither party shall be liable for failure to perform due to circumstances beyond their control.

b. Should any provision of the agreement be invalid, such provision shall be excluded without affecting the enforceability of the remaining provisions.

c. Z83 AG is entitled to provide services to other clients.

d. In cases of force majeure (e.g., natural disasters, pandemics, power failures), the affected party is released from its contractual obligations as long as the event persists. If it lasts more than one year, the unaffected party may terminate the agreement.

e. The client explicitly and irrevocably releases Z83 AG and its personnel from confidentiality obligations and any professional secrecy regarding legal disputes, including preparatory actions.

f. Z83 AG may amend these GTC at any time. Clients are advised to review them regularly.

g. Notices must be in writing.

h. The agreement is subject to Swiss law.

i. The exclusive place of jurisdiction for all disputes is the competent court at Z83 AG's place of business, unless otherwise required by mandatory law.