

GENERAL TERMS AND CONDITIONS for services of F24 Schweiz AG

1. Scope

These terms and conditions apply to all business relationships between F24 Schweiz AG, 8832 Wollerau, Switzerland (hereinafter referred to as "F24 Schweiz AG") and its clients. They only apply, however, to clients entering into contractual relationships with F24 Schweiz AG as part of their professional or commercial activities and are therefore not acting as private individuals or consumers within the meaning of the applicable legal provisions.

2. Nature and extent of the services agreed

The nature and extent of the services and the duration of the contract are all set in the respective service contract and, for the eCall business SMS & FAX portal, the eCall Terms of Use.

3. Reporting incidents and deficiencies

The client shall provide detailed notice of any defects and disruptions to F24 Schweiz AG services and systems in written or text form (e.g. email or fax) without delay.

4. Cooperation required of the client

Clients will perform those services such as may be necessary for the fulfilment of the contract, including those specifically stipulated therein. These constitute an essential contractual obligation for clients.

5. Prices, terms of payment

5.1 Unless otherwise agreed on a case-by-case basis, the fees to be paid by clients for services shall be based on the current applicable price list plus statutory VAT and any other statutory levies.

5.2 Prices for services are subject to change. F24 Schweiz AG will provide at least two months' notice before the effective date of the new pricing. In the case of price increases of more than 5% within 12 months, clients are entitled to terminate the contract as of the effective date of the price increase with written notice given no later than one month after receipt of the price increase notice.

5.3 Any payments in default will be charged fees at the applicable statutory default interest rate. F24 Schweiz AG expressly reserves the right to assert further damages caused by such default. F24 Schweiz AG will charge CHF 20 for each payment reminder after the first. For customers invoiced in euros, this fee will be €20.

5.4 Clients may only offset recognised, undisputed, or legally valid claims against the claims of F24 Schweiz AG; the same are the only basis for refusing to make or retain payments. Client rights relating to defects remain unaffected.

5.5 Objections to the usage-based fees invoiced for services must be asserted in writing within 30 days of receipt of the invoice. If no objection is raised by this deadline, the invoice is deemed accepted.

6. Use of information

6.1. When handling data, F24 Schweiz AG complies with applicable legislation, in particular data protection law and the Swiss Telecommunications Act (FMG). The protection of personal data is important to F24 Schweiz AG. F24 Schweiz AG collects, stores, and processes only that data necessary for the provision of services, for the management and maintenance of the customer relationship, namely the guarantee of the high standard of service, for the security of the operation and infrastructure, as well as for billing. For further information on data protection, please refer to our privacy policy.

6.2 Personal data transmitted by clients will be processed and used by F24 Schweiz AG exclusively for the same as instructed (third-party data processing). Clients will determine additional technical and organisational measures for the processing and use of this personal data in consultation with F24 Schweiz AG. Clients will reimburse F24 Schweiz AG for any costs and expenses in connection with the implementation of such measures on the basis of the applicable price list.

6.3 F24 Schweiz AG may interrupt client access to their systems if there is a risk to the security of the data.

7. Defects and incidents

7.1 F24 Schweiz AG liability for defects is especially based on the nature of the services as agreed. Insofar as a specific property for the systems has not been agreed upon, the statutory provisions shall determine whether a defect exists or not.

7.2 F24 Schweiz AG will promptly investigate reported defects in its services and initiate procedures to remedy the same if the defect falls within its responsibility.

7.3 Clients may only reduce the fees payable for defects if they provide notice of the same without delay as stipulated in §3. The fees may only be reduced in proportion to the restricted usability of the services resulting from said defect.

7.4 The expenses necessary for troubleshooting and the remedy shall be borne by F24 Schweiz AG if there is actually a defect. If it is determined that there is no defect, and/or the defect is the responsibility of the client, F24 Schweiz AG can demand reimbursement from the buyer for the costs arising from the unjustified request to remedy the defect (in particular testing and transport costs), unless the lack of defect was not reasonably apparent to the client.

7.5 Any products supplied by F24 Schweiz AG are covered by a two-year warranty for material and legal defects.

8. Liability

F24 Schweiz AG accepts liability for the diligent and careful execution of its services. Otherwise, its liability is excluded to the extent permitted by law. The liability for its vicarious agents and employees as well as for the conduct of third parties such as manufacturers or suppliers is likewise expressly excluded to the extent permitted by law.

Liability for indirect or consequential damages, such as loss of profit, unrealised savings, claims by third parties for consequential damages, or damages from loss of data is excluded to the extent permitted by law.

The liability for property and pecuniary losses is capped at CHF 500,000.00. The foregoing limitations and exclusions do not apply to:

- a. personal injury;
- b. breaches of the legal guarantee;
- c. damages resulting from gross negligence or intentional actions.

9. Intellectual property

Unless otherwise specified in the applicable contract, software and rights, intellectual property rights such as trademarks, patents, designs and copyrights as well as other documents and data remain the property of F24 Schweiz AG or its licensors. Clients may not grant sublicenses to the same.

Clients may not modify or edit software made available to their use. Clients may not copy or reproduce software in whole or in part.

10. Duration, termination

The respective contract period is based on the conditions published at the time the contract is signed for that particular type of contract on the F24 Schweiz AG website or as otherwise specified in the licensing agreement. If not terminated by the deadline stipulated therein, the contract shall be automatically renewed for the agreed contractual term. The contract may be terminated by either party as of the end of the current contract period, provided written notice is sent by post by the deadline stipulated. The postmark determines the submission date. Early termination of the contract does not establish the right to any partial refunds. Unused credits will not be refunded. Only funds on deposit are excluded and may be refunded upon request by paying the appropriate fee. Hourly and data credits are based exclusively on the agreed contract duration.

11. Other agreements

11.1 Ancillary agreements, supplementary provisions, amendments or addenda to the service contract including the service description must be made in writing in order to be effective. The waiver of the written form requirement also requires the written form.

11.2 Client terms and conditions do not apply unless expressly confirmed in writing by F24 Schweiz AG.

11.3 After the end of the contract, F24 Schweiz AG is entitled to store or destroy all documents and information received from clients, unless otherwise required by law.

11.4 Any assignment of rights or assignment of duties requires the prior written consent of the other party.

11.5 The exclusive place of jurisdiction for all disputes arising from and in connection with the service contract is Wollerau, Switzerland.

11.6 For all legal questions arising from the order and its processing, Swiss law applies under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.