

# General Terms and Conditions

## bexio AG

### **1. Scope of application**

- 1.1 These General Terms and Conditions ("GTC") govern the contractual relationship between bexio AG ("Provider") and its customers (hereinafter referred to as the "Customer") and will apply to all products and services of the Provider insofar as there are no deviating and/or supplementary regulations for a specific service.
- 1.2 By filling in the registration form for ordering the bexio software (see below) or registering one or more users ("bexio Account") on the Provider's website, the Customer unconditionally acknowledges the following provisions.
- 1.3 The Provider reserves the right to make subsequent changes or additions to the GTC. These will become part of the Contract insofar as the Customer does not object to them within 14 days of becoming aware of them (see Chapter 15). The current version will be published on the Provider's website (<https://www.bexio.com/en-CH/>). Continued use of the products and/or services after notification of the changes will be deemed acceptance of the amended provisions.

### **2. Subject of the Contract**

- 2.1 With bexio Office, bexio GO, bexio Cockpit, bexio Payroll and other products/services (hereinafter referred to as "bexio Software"), the Provider primarily provides software as a service ("SaaS") services for its Customers via the internet in the business software sector. The Provider also provides additional services in various sectors (hereinafter collectively referred to as the "Services"). The Provider will provide all Services in accordance with the respective product/Service information. The respective scope of Services and functions as well as the conditions result from the use of the bexio Software and/or the current Service description on the Provider's website (collectively referred to as the "Service Description").

### **3. Software licensing**

- 3.1 For the duration of this Contract, the Provider will provide the Customer with the bexio Software in the current version via the Internet for a fee. To do this, the Provider stores the Software on a server that is accessible to the Customer via the Internet.
- 3.2 The Provider is constantly developing the bexio Software and will improve it through regular updates and upgrades. The current scope of functions results from the Service Description. The Provider is not responsible for any costs incurred by Customers due to updates and upgrades.
- 3.3 The Provider continuously monitors the functionality of the bexio Software and removes software errors in accordance with technical possibilities. A software error occurs if the

software does not fulfil the functions defined in the Service Description and the use of the software is therefore impossible or severely restricted.

#### **4. Rights to use the software**

- 4.1 The Provider grants the Customer the non-exclusive and non-transferable right to use the bexio Software as intended for the duration of the Contract within the scope of the respective Service.
- 4.2 The Customer may not reproduce or edit the bexio Software unless expressly permitted in the current Service Description on the website or approved in writing by the Provider. In particular, temporarily installing or storing the bexio Software on data carriers (hard disks, etc.) of the hardware used by the Customer (excluding memory) is prohibited.
- 4.3 The Customer is not entitled to make the software available to unauthorised third parties for use, whether in return for payment or free of charge. The Customer is expressly prohibited from making the bexio Software available to third parties unless expressly permitted in these GTC or the current Service Description on the website or approved in writing by the Provider.
- 4.4 The Customer will undertake to design any contractual relationships with third parties in such a way that any unlawful use of the bexio Software by third parties is effectively prevented.
- 4.5 The Provider has the right, after reasonable notice and during normal business hours, to carry out audits to verify the proper use of the bexio Software by the Customer. The Customer will grant the Provider access to the relevant systems and documents in order to enable these audits to be performed.

#### **5. Data hosting**

- 5.1 The Provider will provide the Customer with storage space on a server for the storage of its data in accordance with the Service Description. If the storage space is not sufficient to store the data, the Provider will inform the Customer in good time. If the customer does not subsequently order additional storage space for a fee, data that exceeds the available storage space will no longer be stored.
- 5.2 The Provider will ensure that the stored data can be retrieved via the Internet within the scope of the technical possibilities. Temporary restrictions due to maintenance work, safety measures or unforeseen technical faults cannot be ruled out.
- 5.3 The Customer is not entitled to transfer this storage space to a third party for use, in part or in full, in exchange for payment or free of charge.
- 5.4 The Customer will undertake not to store any content on the storage space whose provision, publication and use violates applicable law or agreements with third parties.
- 5.5 Within the scope of the technical possibilities, the Provider will take appropriate and reasonable precautions against data loss and to prevent third parties from accessing the

Customer's data in an unauthorised manner. For this purpose, the Provider will regularly carry out backups, install firewalls and take other appropriate security measures.

5.6 In any case, the Customer will remain the sole owner of the data and may therefore demand that the Provider surrender any or all data during the term of the Contract, with the Provider having no right of retention. The Provider will surrender the data by transmission via a data network in the format used by the Provider. The Customer has no claim to the software suitable for using the data. The Provider is entitled to demand an expense allowance for providing the data.

5.7 **After termination of the Contract, the Customer is entitled to demand that its data be provided in accordance with Section 5.6.** After expiry of this one-month period, the Provider will irrevocably delete all customer data. The Customer's claim for provision of the data vis-à-vis the Provider will therefore lapse one month after termination of the contractual relationship.

5.8 The Provider is entitled to retain the Customer's data for a longer period of time insofar as this is necessary for the fulfilment of contractual and/or legal obligations. The Customer's data may also be stored for the period during which claims can be made against the Provider or legitimate business interests require its storage (e.g., for evidence and documentation purposes).

## 6. Subcontractors

6.1 The Provider may engage subcontractors/third parties to perform the contractual service, in particular for software programming. The Provider is responsible for ensuring those involved are carefully instructed.

6.2 Warranty and liability for subcontractors/third parties are excluded to the extent permitted by law in accordance with Chapter 16.

## 7. bexio Cockpit

7.1 The bexio Cockpit enables customers to manage multiple client relationships and simplify processes and tasks for third parties (e.g., trustees). The current range of functions can be found in the respective service description.

7.2 The Customer has the option of giving a third party access to its bexio Account and thereby ensuring the data exchange or data migration to the bexio Cockpit. The Customer will retain full control over the third party's access rights to its data at all times and may restrict or refuse access at any time. Third parties can request access rights directly from the Customer.

7.3 If the scope of functions in accordance with the Service Description provides for this, third parties may themselves open a bexio Account and/or serve as an external client of a non-bexio customer (hereinafter referred to as the "External Customer") and link it to the bexio Cockpit. In this case, the third party will manage the access rights as the Customer and may grant, restrict or refuse them to other third parties. However, the Provider reserves

the right to disclose specific data to authorised third parties in justified individual cases (e.g., in the event of breach of contractual obligations by third parties).

- 7.4 In any case, third parties are obliged to comply with its contractual obligations vis-à-vis its bexio Customers and its External Customers.
- 7.5 By granting access rights to third parties, the Customer expressly consents to the Provider making all shared data available to the authorised third party or allowing them access to it. The Provider will assume no responsibility for the data processing carried out by the authorised third party.

## **8. Marketplace**

- 8.1 The Provider will provide an interface (API) for communicating with third-party software. As a result, the Customer has the option to integrate various additional packages or offers from third-party providers in addition to the bexio Software or to obtain offers from third parties via the Marketplace. By accepting these GTC, Customers are simultaneously agreeing to the GTC "Marketplace" of the Provider, as well as to the general terms and conditions and the privacy policy of the third-party provider in question. Insofar as the GTC Marketplace do not contain any deviating provisions, these GTC of the Provider will apply unchanged in addition to the GTC Marketplace.
- 8.2 Any warranty and liability are expressly excluded in accordance with Section 16.7. In particular, the Provider will assume no responsibility for the data processing carried out by the third-party provider.

## **9. Consulting services**

- 9.1 The Provider offers its Customers consulting services. These are carried out by the Provider and/or third parties. The current Service Description provides information on whether and to what extent the Customer is entitled to receive consulting services. The consulting services may in particular, but not exclusively, be offered on the basis of insurance contracts between the Provider and third-party providers. The Provider will not provide insurance and/or financial services requiring authorisation under any circumstances.
- 9.2 In order for the third-party provider to be able to check the Customer's authorisations and have the necessary contact details, the following data, in particular, will be transmitted to the third-party provider: name of the company, address (street, postcode, city, additional address information), contracts concluded between the Provider and the Customer, telephone number(s), email address(s).
- 9.3 Customers must be able to prove their authorisation to use the consulting services to the third-party provider at any time upon request. Customers are responsible for exclusively granting authorised employees access to the consulting services (e.g., by disclosing the access/contact details).
- 9.4 If the Customer obtains the respective consulting services from a third-party provider in accordance with this Chapter, all claims for Services will only exist vis-à-vis this third-party

provider. In this case in particular, the Provider and the Customer will not have a consulting or insurance contract at any time.

- 9.5 The Provider reserves the right to restrict or terminate the consulting services for individual Customers for good cause at any time. Querulous or excessive use of the offer will, in particular, constitute good cause.
- 9.6 By accepting these GTC, Customers are simultaneously agreeing to the general terms and conditions and the privacy policy of the third-party provider in question.

## **10. Bank interfaces/bLink platform**

- 10.1 The Provider allows its Customers to link their bexio Account with the online bank account of their bank(s) ("Bank Service Provider") in accordance with the following provisions ("Bank Interfaces"). All Bank Interfaces to bexio that are available to the Customer are approved for linking in the bexio Account.
- 10.2 Bank Interfaces will be partly provided to SIX BBS AG directly in cooperation with the Bank Service Provider and partly via the bLink platform. The decision on the type of Bank Interface lies with the Provider.
- 10.3 The Customer is obliged to manage the access rights for using the Bank Interface and to only grant authorised persons the corresponding access rights.
- 10.4 Warranty for functional and operational readiness and liability in relation to third-party software and services is excluded to the fullest extent permitted by law in accordance with Section 16.7.
- 10.5 If a Customer wishes to terminate the existing bank link, it must withdraw the corresponding consent in its bexio Account. If the Customer has assigned an authorisation to the provider in its bank account, it is also obliged to withdraw the authorisation on the part of the Bank Service Provider. In the event that the bexio Account is terminated, the consent on the part of the Provider will automatically be withdrawn upon termination of the Contract. In this case, the Customer is also additionally obliged to withdraw the consent on the part of the Bank Service Provider.
- 10.6 The Provider is entitled to send Customers, or authorised employees, notifications relating to the existing Bank Interfaces and the associated banks. By linking Bank Interfaces, the Customer consents to this. Users can revoke their consent for these specific messages at any time via the "unsubscribe" link.
- 10.7 The Provider is entitled to restrict the use of the Bank Interfaces for individual Customers or to suspend individual Customers without prior notice. The Provider is also entitled to cancel Bank Interfaces for individual Bank Service Providers at any time.
- 10.8 For the purpose of troubleshooting and providing error alerts, the Provider will store the following log data for a duration of one month when the Bank Interfaces are used: database abbreviation, bank BIC, technical steps (e.g., authentication, file sent, file retrieved, logout), and date and time.

**11. Support**

- 11.1 The Provider will answer enquiries from the Customer about the bexio Software and other Services of the Provider within the business hours published on the Provider's website as soon as possible, primarily by telephone, email, chat or any other communication channels offered. This does not include support for third-party software and services.

**12. Impairment of accessibility**

- 12.1 Adjustments, changes and additions to the contractual SaaS Services of the Provider as well as measures that serve to identify and remedy malfunctions will only interrupt or impair accessibility if this is necessary for technical reasons.
- 12.2 Monitoring of basic functions and maintenance of the bexio Software are carried out on a regular basis. In the event of serious errors (i.e., the use of the bexio Software is no longer possible or significantly impaired), maintenance will usually be carried out within 2 hours of the Provider becoming aware of it. The Provider will inform the Customer about the maintenance work in good time and carry it out as soon as possible. The Provider will endeavour to ensure the greatest possible availability of the bexio Software.
- 12.3 Third-party services are excluded from this Chapter. The Provider cannot guarantee availability, in particular for Marketplace Offers that are the responsibility of third parties.

**13. Obligations of the Customer**

- 13.1 The Customer will undertake to use the SaaS services exclusively for contractual purposes. It is solely responsible for the content that it and the users it has set up create, transmit or use while using the SaaS services. The Customer is responsible for ensuring it has the necessary system requirements (in particular hardware and software) for using the bexio Software. The Customer will be responsible for entering and maintaining its data and information required to use the SaaS services, without prejudice to the Provider's obligation to back up data.
- 13.2 The Customer is obliged to check its data and information for viruses or other harmful components before entering it and to use state-of-the-art anti-virus programs for this purpose.
- 13.3 The Customer is obliged to take appropriate precautions to prevent third parties from accessing the bexio Software and/or marketplace offers in an unauthorised manner. The Customer is obliged to instruct its employees about the existing intellectual property rights and to ensure compliance with them. In particular, the Customer will instruct its employees to not make any copies of the Software and to not pass on any access data to third parties.
- 13.4 When using the SaaS services and/or marketplace offers for the first time, the Customer must generate a user ID including a secure password, which is required to access the respective bexio Account. The Customer is obliged to keep its user ID including password secret and to not make it accessible to third parties. The Customer is obliged to inform the Provider immediately as soon as it suspects unauthorised use or another security-related

attack. In such cases, the Provider will reset the user ID including password or block the Customer's password.

- 13.5 The Customer must take all measures that are reasonably necessary to maintain or improve the security of the data, software and network connections. The Customer is responsible for protecting and ensuring compliance with appropriate security measures for the security elements provided for them to use (in particular passwords, authentication methods, etc.) in accordance with recognised security standards. The Customer will inform the Provider immediately if this cannot be guaranteed (e.g., due to the disclosure of security elements or unauthorised manipulation).
- 13.6 The Customer is obliged to always keep its information in its bexio Account, in particular the stored personal data such as residential/domicile address, email address for notifications and invoice deliveries as well as telephone number(s), up to date (on a daily basis). The Provider may change the stored personal data on the basis of public information (e.g., commercial register). By accepting these GTC, the Customer consents to this.
- 13.7 The Provider can check the Customer's details as part of credit and address checks and process (personal) data as well as obtain all suitable information from third parties (e.g., Central Office for Credit Information ("ZEK"), authorities (e.g., debt collection and tax offices, resident controls), credit agencies and other information centres which are suitable or provided for by law). By accepting these GTC, the Customer consents to this.
- 13.8 After termination of the contractual relationship, the Customer is responsible for backing up its data. The Provider will generally delete all data (see Section 5.7 and 5.8) one month after termination of the Contract irrevocably. The Customer will be responsible for complying with its contractual and legal (storage) obligations.
- 13.9 If the Customer violates any obligations under these GTC or other contractual provisions or if it suspects misuse, the Provider will be authorised to temporarily or permanently restrict or block the bexio Account and thus access to all services of the Provider as well as associated offers from third parties (e.g., marketplace offers).

#### **14. Remuneration**

- 14.1 The Customer will undertake to pay the Provider the fee agreed in accordance with the respective service description or subscription information plus VAT.
- 14.2 Unless otherwise agreed, the fee is payable in advance.
- 14.3 The Provider will send the Customer an invoice for the contractually owed fee to the email address stored with the billing address. Invoices that the Customer does not object to in writing before the due date will be considered accepted.
- 14.4 If the Customer does not pay the agreed fee within the payment period, the entire outstanding invoice amount will be due for payment and the Customer will be in default of payment without further reminder. In this case, the Provider will be entitled to charge interest on arrears and demand immediate payment of the entire outstanding amount. In the event of default in payment by the Customer, the Provider will be entitled to charge flat-rate reminder fees in accordance with the list of service fees for each reminder. The

Provider reserves the right to assert further damages. The Provider may commission a third party to collect the claims or assign them to a third party; in this case, additional processing fees may apply.

- 14.5 In the event of default in payment, the Provider will be entitled to temporarily block the bexio Account and thus access to all services of the Provider and/or third parties. In this case, the agreed fee will remain owed in full even while access is blocked. Access will be reactivated after payment of the outstanding invoices (fee plus reminder fees) plus activation fee in accordance with the list of service fees. Section 17.5 is reserved.

## **15. Contractual amendments**

- 15.1 The Provider is entitled to amend its services and/or any part of the Contract (including these GTC and supplementary GTC of the Provider) and/or agreed fees, prices and charges, including subscription fees, at any time. The Customer will be informed of this in a suitable manner, e.g., via an in-app message in bexio, by email or by post.
- 15.2 If the amendments represent a significant deterioration in the conditions from the Customer's point of view, it will be entitled to extraordinary termination with a notice period of 14 days at the time of the amendment.
- 15.3 The Provider is entitled to adjust all fees, prices and charges, including subscription fees, once a year to reflect inflation. Inflation is determined according to the National Index of Consumer Prices (LIK) published by the Federal Statistical Office (base December 2020 = 100 points), rounded up to the nearest franc. The initial index is the LIK from 1 August 2023 and, for subsequent adjustments according to the LIK, in accordance with this provision based on the status of the last adjustment. If the Provider refrains from carrying out an adjustment according to the LIK in one year or refrains from adjusting it on all services, but rather only on individual services, this right will not expire in the following years or on other services. Such price adjustments will not entitle the Customer to terminate the services in question or the Contract.
- 15.4 The Customer is entitled to increase the agreed subscription or the agreed scope of services ("Upgrade") at any time without observing the notice periods in accordance with Chapter 17. On the other hand, a reduction in the scope of services or switching to a more affordable subscription ("Downgrade") will only be permitted if the notice periods in accordance with Chapter 17 are observed at the end of the respective contractual period.

## **16. Warranty/liability**

- 16.1 The Provider warrants the functional and operational readiness of the SaaS services in accordance with the provisions in these GTC.
- 16.2 The Customer undertakes to indemnify the Provider against all claims of third parties based on the data stored by it, and to reimburse the Provider for all costs that it incurs due to possible violations of the law.
- 16.3 The Provider is entitled to immediately block the storage space if there is a reasonable suspicion that the stored data is unlawful and/or infringes the rights of third parties. A



reasonable suspicion of an illegal act and/or a violation of law exists in particular if courts, authorities and/or other third parties notify the Provider thereof. The Provider must inform the Customer immediately that it has been removed and the reason for this unless authorities prevent the Provider from doing so. The block will be lifted as soon as the suspicion is proven completely invalid.

- 16.4 Within the framework of the statutory provisions, the Provider excludes any liability vis-à-vis the Customer (or any third party), in particular for the fulfilment of its contractual and non-contractual obligations and for the loss of data (including for negligence). This exclusion of liability also applies to damage caused directly or indirectly by the use of the bexio Software.
- 16.5 If the Provider has involved auxiliary staff in order to fulfil its contractual obligations, it will be solely responsible for carefully instructing those involved. Warranty and liability are otherwise excluded to the fullest extent permitted by law. **This exclusion of warranty and liability** will also apply in particular to intent and gross negligence.
- 16.6 In all cases, regardless of the basis of liability, the Provider's liability is limited to the amount of the monthly licence fee in the last twelve months before the damage occurred.
- 16.7 Warranty for functional and operational readiness and liability in relation to third-party software and services (in particular marketplace offers, consulting services, bank interfaces) is excluded to the fullest extent permitted by law.

## 17. Contractual term

- 17.1 The contractual relationship will commence when the Customer submits an order.
- 17.2 The contractual relationship will be concluded for an indefinite period of time. The contractual relationship will be automatically extended for a further contractual period in accordance with the respective subscription (monthly subscription, annual subscription, etc.), as long as the contractual relationship is not terminated in accordance with this Chapter.
- 17.3 The Parties are entitled to terminate the contractual relationship with a one-month notice period at the end of the current contractual period of the respective subscription (monthly subscription, annual subscription, etc.). Other agreements regarding notice periods remain reserved (in particular in the context of special campaigns).
- 17.4 Form of termination: the termination must be carried out online in the Customer's respective bexio Account. Following termination, the Customer will receive an email from the Provider with a confirmation link. If this confirmation has been received by the Provider, the bexio Account will be blocked at the end of the respective contractual period after the one-month notice period has elapsed. The date of termination will be determined based on when the Provider receives the confirmation of termination.
- 17.5 The Parties remain at liberty to terminate the Contract immediately for good cause. The following in particular constitute good cause for the Provider to immediately terminate this Contract:

- a) if the Customer goes bankrupt or the opening of bankruptcy has been stopped due to lack of assets;
- b) if the Customer is in arrears with payment obligations arising from this contractual relationship in the amount of at least one month's remuneration and warning it by setting a grace period of two weeks has proven unsuccessful;
- c) if the Customer culpably violates legal provisions or interferes with copyrights, industrial property rights or naming rights of third parties when using the contractual Services;
- d) if the Customer seriously violates obligations under these GTC or other contractual provisions;
- e) if the Customer uses the services provided for the purpose of promoting criminal, unlawful and ethically questionable acts.

17.6 In the event that the owner of a sole proprietorship dies, the Provider is in principle entitled to disclose the data of the sole proprietorship to authorised persons (in particular family members, trustees). This disclosure is dependent on proof of a legitimate interest (e.g., planning succession, division of inheritance, etc.). Furthermore, the Provider may grant an authorised person access to the bexio Account of the sole proprietorship in question or transfer the account to such a person (e.g., heir) after this proof has been provided. If the authorisation is in doubt or if several parties raise divergent claims, the Provider may refuse to disclose data or take further steps.

## 18. Notifications

18.1 All notifications must, unless a stricter form is provided for in this Contract or by law, be sent to the (email) addresses specified by the Customer in the bexio Account or on the Provider's website, or alternatively sent via in-app notification in bexio, by post or by email. The Customer is obliged to notify the Provider of changes of address (including email) or to amend it in the bexio account; otherwise, notifications sent to the last known address will be deemed to have been received in a legally effective manner.

## 19. Data protection

19.1 By accepting these GTC, the Customer simultaneously declares its consent to the Privacy Policy (Annex 1) and to the Order Processing Contract (Annex 2) of the Provider, as amended in each case. These are permanently posted on the Provider's website. The Customer declares that it has acknowledged and understood these documents.

19.2 The Customer hereby **expressly declares its consent to the exchange of data** between the Provider and its parent company, **Schweizerische Mobiliar Versicherungsgesellschaft AG** and the **insurance companies of the Mobiliar Group** and **other companies belonging to the Mobiliar Group** in accordance with Chapter 6 of the Privacy Policy. It is obliged to maintain confidentiality and comply with applicable data protection legislation.

## **20. Intellectual property rights**

- 20.1 All intellectual property rights to the Provider's SaaS services, in particular to the bexio Software and the website, remain the property of the Provider.

## **21. Confidentiality obligation**

- 21.1 The Provider undertakes to maintain confidentiality regarding all confidential processes that come to its knowledge in the course of the preparation, implementation and fulfilment of this Contract, in particular business or company secrets of the Customer, and to not pass on this information to external third parties without the authorisation of the Customer. This applies to any unauthorised third party unless the disclosure of information is necessary for the proper fulfilment of the Provider's contractual obligations.
- 21.2 The **exchange of data** between the Provider and its parent company, **Schweizerische Mobiliar Versicherungsgesellschaft AG**, and the **insurance companies of the Mobiliar Group** as well as **other companies belonging to the Mobiliar Group** in accordance with Chapter 6 of the Privacy Policy is excluded from the confidentiality obligation in accordance with this Chapter. They are obliged to maintain confidentiality and comply with applicable data protection legislation. The Customer **expressly gives its consent** to this.
- 21.3 The Customer will grant the Provider the right to name the Customer publicly as a reference and to use general information about the Contract for marketing, public relations and sales purposes. The Provider will undertake to inform the Customer before publication; the Customer can only refuse its consent for valid reasons.

## **22. Severability clause**

- 22.1 Should any provision of this Contract be or become invalid or void, this shall not affect the validity of the remaining provisions. In such a case, the invalid or void provision is to be replaced by a new, legally permissible provision coming as close as possible to the economic meaning and purpose of the invalid or void provision. The same procedure will be followed should a contractual loophole arise.

## **23. Applicable law and jurisdiction**

- 23.1 This Contract, including matters of its formation and validity, is governed by **Swiss law**, excluding the conflict of laws and international agreements.
- 23.2 The exclusive place of jurisdiction for all disputes arising from or in connection with this Contract, as well as in relation to the subject of this Contract, including issues of formation, validity, invalidity, binding nature, implementation, modification or amendment, breach or termination of this Contract, is at **the registered office of the Provider**.

## **24. Priority**

- 24.1 In the event of contradictions between the German version of these GTC and its annexes and a version in another language, the German version will prevail.

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**Annex 1**      [Privacy Policy](#)  
**Annex 2**      [Data Processing Agreement](#)