

# bexio AG General Terms and Conditions

By completing the registration form for ordering from bexio on the homepage of bexio AG (the "Provider"), the Customer (the "Customer") unconditionally accepts the following General Terms and Conditions ("General Terms and Conditions," or "GT&Cs").

The Provider reserves the right to amend these terms and conditions at any time. The amended terms and conditions shall become effective upon being published on the website.

## I. Software as a Service (SaaS) Agreement

1. The Provider shall provide its Customers with SaaS services in the business software area via the Internet.
2. The subject of the Agreement shall be:
  1. The provision of the Provider's software for use over the Internet, and
  2. The storage of the Customer's data (data hosting).

## II. Software Licensing

1. For the duration of the Agreement, the Provider shall make the "bexio" software solution, in its current version, available to the Customer for use via the Internet, for a fee. For this purpose, the Provider shall store the software on a server that can be accessed by the Customer via the Internet.
2. The Provider shall constantly develop and improve the software through ongoing updates and upgrades. The current functionality can be found in the service description on the Provider's website ([www.bexio.com](http://www.bexio.com)).
3. The Provider shall continuously monitor the functionality of the software and shall eliminate any software errors according to the technical possibilities. In particular, an error exists if the software is not functioning as specified in the service description, delivers incorrect results, or does not function properly in any other way, making the use of the software impossible or considerably restricted.

## III. Rights of Use of the Software

1. The Provider grants the Customer the non-exclusive and non-transferable right to use the "bexio" software as intended within the scope of the SaaS services for the duration of the Agreement.
2. The Customer may not copy or edit the software unless this is expressly permitted in the current service description on the website. In particular, even temporary installation or storage of the software on data carriers (hard disks or similar) of the hardware used by the Customer (with the exception of RAM) is prohibited.
3. The Customer is not entitled to make the software available for use to third parties, either for a fee or free of charge. The Customer is expressly prohibited from making the software available to third parties in any form.
4. The Customer undertakes to structure any contractual relationships with third parties in such a way that effectively prevents free use of the software by third parties.
5. In addition to the "bexio" software, the Customer may order various additional packages ("add-ons") from the Provider. In particular, such add-ons can enable integration with third-party software. Should access rights be required for the use of such an add-on, the Customer expressly agrees to grant all the necessary access rights when ordering the add-on.
6. The Provider shall provide the Customer with an interface (API) for communication with third-party software. Notwithstanding any assurances to the contrary, the Provider shall, in any case, have the right to restrict access to the said interface, in part or in full, for good cause at any time. A good cause exists, in particular, if the competitors of the Provider migrate data

via the interface to the detriment of the Provider, or if the infrastructure is overloaded with the requests submitted via the said interface.

#### **IV. Data Hosting**

1. The Provider shall provide the Customer with a defined storage space on a server for storing its data. Should the storage space be insufficient for storing the data, the Provider shall inform the Customer in a timely manner. Should the Customer subsequently fail to order additional storage space for a fee, the data exceeding the available storage space will no longer be stored.
2. The Provider shall ensure that the stored data can be accessed via the Internet within the scope of technical possibilities.
3. The Customer is not entitled to provide the said storage space for use to a third party, in part or in full, whether for a fee or free of charge.
4. The Customer undertakes not to store any content in the storage space, the provision, publication and use of which violates any applicable laws or agreements with third parties.
5. The Provider is obliged to take appropriate and reasonable precautions, within the scope of technical possibilities, against data loss and to prevent unauthorized third-party access to the Customer's data. For this purpose, the Provider shall back up the data on a regular basis, check the Customer's data for viruses, and install firewalls.
6. In any case, the Customer shall remain solely entitled to the data and may therefore request the Provider to surrender individual or all data during the term of the Agreement without the Provider having a right of retention. The Customer may choose to surrender the data either by handing over data carriers or by transmission via a data network. The Customer shall have no claim to the software suitable for the use of the data.
7. Following the termination of the Agreement, the Customer shall be entitled to request the surrender of its data under the provisions of Clause 6 above for a period of one month (from the date of termination). The Provider is not obliged to store the Customer's data beyond this time period. Should a Customer request the surrender of data after the one-month period has expired, and should the data still be available from the Provider, the Provider shall surrender the data to the Customer upon receiving payment for the actual costs incurred for this purpose.

#### **V. Support and Customer Service**

1. The Provider shall answer any inquiries of the Customer regarding the "bexio" software and other SaaS services (by email or telephone) within the business hours published on the [www.bexio.com](http://www.bexio.com) website as soon as possible upon receiving the respective inquiry.

#### **VI. Impairment of Availability**

1. Any adjustments, modifications, or additions to the contractual SaaS services, as well as any measures that serve to detect and rectify malfunctions, shall only lead to a temporary interruption or impairment of the availability if this is necessary for technical reasons.
2. The basic functions of the SaaS services are monitored on a daily basis. In general, the maintenance of the SaaS services takes place from 8am until 7pm, Monday through Friday. In the event of serious errors – the use of the SaaS services is no longer possible or considerably restricted – the maintenance is usually carried out within 2 hours from the time of becoming aware or being informed of such errors by the Customer. The Provider shall notify the Customer of the maintenance work in a timely manner and shall carry it out as quickly as possible.
3. The annual average availability of the individual SaaS service is 99.5%.

#### **VII. Jurline**

1. Based on the insurance contract concluded between bexio and Protekta Rechtsschutz-Versicherung AG, headquartered in Berne (hereinafter: "Protekta"), bexio offers

- insured persons (hereinafter: “authorized customers”) initial legal information by telephone (consulting legal protection) in the event of legal disputes in connection with their companies.
2. Existing and future service customers of bexio who have concluded the following contracts shall be deemed authorized customers:
    - a. Pro+ package
    - b. Pro package including the JurLine option
    - c. Starter package including the JurLine option
  3. Authorized customers receive the legal advice service exclusively from Protekta. All benefit claims of the authorized customer are therefore exclusively towards Protekta. There is no insurance contract between bexio and the authorized customer.
  4. Protekta provides authorized customers with initial legal information by telephone in the event of legal disputes in connection with their companies. This information is provided exclusively by telephone and refers solely to Swiss law. No documentary checks are carried out. Accordingly, advice on complex facts and legal issues is only possible to a limited extent.
  5. Those entitled to receive legal advice are authorized customers who can identify themselves to Protekta as bexio customers. The customer himself/herself is responsible for preventing access to legal advice to persons from his/her company who are not entitled to receive such information by passing on the telephone number only to authorized persons.
  6. The information is provided from Monday to Friday from 9:00 AM to 12:00 PM and from 1:00 PM to 5:00 PM. JurLine is closed on public holidays.
  7. bexio reserves the right to terminate the JurLine option at any time for important reasons. An important reason exists in particular in the case of querulous or excessive use of the offer.
  8. To allow Protekta to verify the customer’s authorization and to provide the necessary contact details, the following data will be transmitted to Protekta:
    - Name / corporate name of the business;
    - Address (street, zip code, town, address components)
    - Contracts concluded with bexio
    - Phone number(s)
    - E-mail address
  9. Conversations with Protekta may be recorded to ensure proper service and for training purposes. Furthermore, the current data protection regulations of Protekta are applicable. The latest version can be found at [www.protekta.ch](http://www.protekta.ch). The version of the document at the time of the conclusion of the contract: “Customer information”, in particular point 8. “What applies with regard to data protection?”; last page of the General Conditions for Legal Protection Insurance for Companies, edition 05.2017 (revised edition 03.2018)

#### **VIII. Obligations of the Customer**

1. The Customer is obliged to prevent unauthorized access to the software by third parties by taking appropriate precautions. For this purpose, the Customer shall, if necessary, inform its employees of compliance with copyright law. In particular, the Customer shall instruct its employees not to make copies of the software and not to disclose access data to third parties.
2. The Customer shall be personally responsible for entering and maintaining the data and information required to use the SaaS services – without prejudice to the Provider’s obligation to back up data.
3. 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 virus protection programs for this purpose.
4. When using the SaaS services for the first time, the Customer must generate a user ID and a password, which are required for further use of the SaaS services. The Customer is obliged to keep the user ID and password secret and not to make them available to third parties.
5. The Customer shall immediately inform the Provider of any unauthorized use of the user ID and password, or other security attacks. In such cases, the Provider shall, in agreement with the Customer, change the Customer’s user ID and password.

6. The Customer shall take all measures that the Provider considers necessary for preserving or improving the security of the data, the software, and the network connections. For example, the user undertakes to change the password on a regular basis, or at least every sixty (60) days.

**IX. Fee**

1. The Customer undertakes to pay the Provider the fee agreed in accordance with its subscription plus the statutory VAT for the software licensing and the data hosting.
2. The Provider shall send the Customer a statement with the contractually owed fee.
3. The Provider is entitled to adjust the fees and service contents by notifying the Customer in writing on the next possible termination date. The reasons for such a change in service are, in particular, technical progress and the further development of the software. Should the Customer not wish to continue the Agreement at the adjusted rates, it is entitled to terminate the Agreement extraordinarily with a 14 days' notice at the time of the change.

**X. Warranty/Liability**

1. The Provider shall warrant the functional and operational readiness of the SaaS services in accordance with the provisions of the GT&Cs.
2. The Customer undertakes to indemnify the Provider against all third-party claims based on the data stored by it and to reimburse the Provider for all costs incurred by the Provider due to possible infringements of rights.
3. The Provider is entitled to immediately block the storage space if there is a justified reason to suspect that the stored data is illegal and/or infringes any rights of third parties. A justified reason to suspect illegality and/or infringement of rights shall exist, in particular, if courts, authorities and/or other third parties inform the Provider of this. The Provider shall immediately inform the Customer of the removal and the reason for this. The block shall be lifted as soon as the suspicion is completely invalidated.
4. Within the framework of the legal provisions, the Provider shall exclude any liability towards the Customer (or any third party), in particular for the fulfillment of its contractual and non-contractual obligations and for the loss of data and loss of profits (including negligence). This exclusion of liability shall also apply to damage caused, directly or indirectly, by the use of the "bexio" software.
5. In all cases, irrespective of the liability basis, the mutual liability of the contracting parties shall be limited to the amount of the monthly access fees in the last twelve months prior to the occurrence of the damage.

**XI. Duration/Termination/Cancellation**

1. The contractual relationship shall begin upon registration by the Customer.
2. The term of the contract corresponds to the term agreed between the end customer and bexio. This corresponds to the service period invoiced in advance.
3. Monthly subscriptions are concluded for an indefinite period of time and may be terminated by either party by giving a one month's notice at the end of the month.
4. Annual subscriptions are concluded for a period of one year. As long as the Customer does not terminate the subscription at least 30 days before the end of the one-year period, the subscription is **automatically renewed for another year**. The annual subscription is invoiced annually in advance.
5. Subscriptions with other service periods will be concluded for the respective term agreed (e.g. three months). Unless the customer cancels no later than 30 days before the expiry of the respective term (3 months), the subscription is automatically renewed for a further term (of 3 months). The invoicing shall be effected without any further agreement being necessary prior to the respective term (3 months).
6. Form of termination: Termination shall take place directly online in the Customer's bexio account. Following the termination, bexio will send an email with a confirmation link to the

Customer. Once the confirmation has been received, the Customer account will be terminated after the expiration of the termination period.

7. The parties are free to immediately cancel the Agreement for good cause. Such good cause for the immediate cancellation of the Agreement shall exist for the Provider, in particular,
  1. If the Customer goes bankrupt or the opening of bankruptcy proceedings has been stopped for lack of assets;
  2. If the Customer is in arrears with its payment obligations arising from this contractual relationship to the extent of at least one month's fee, and if the Customer has been sent a reminder about setting a grace period of two weeks and a warning to cancel the Agreement, to no avail;
  3. If the Customer culpably violates legal regulations or interferes with copyrights, industrial property rights, or naming rights of third parties when using the contractual services; and
  4. If the Customer uses the marketed services for the purpose of promoting criminal, unlawful, or ethically questionable actions.

## XII. **Confidentiality**

1. The Provider undertakes not to disclose any confidential processes, in particular business or trade secrets of the Customer, which have come to its knowledge in the course of preparing, implementing and fulfilling the Agreement, and undertakes not to disclose this information to the external third parties without the Customer's authorization. This shall apply to any unauthorized third parties unless the disclosure of the information is necessary for the proper fulfillment of the Provider's contractual obligations.
2. The Customer authorizes the Provider to name the Customer publicly as a reference and to use general information about the agreed contract in an appropriate manner for marketing and sales purposes.

## XIII. **Data Protection**

1. By accepting these GT&Cs, the Customer simultaneously declares its agreement with the bexio **Privacy Policy** (Annex 1) and with the **Commissioned Processing Contract** (Annex 2) in the currently valid version. These are permanently available on the bexio homepage. The Customer declares to know both documents.

## XIV. **Intellectual Property Rights**

1. All intellectual property rights to the services, the "bexio" software, the website, and the documentation relating to the services shall remain the property of the Provider.

## XV. **Notifications**

1. All notifications shall be sent in writing to the addresses provided upon Customer's registration or on the Provider's homepage unless a stricter form is required by the Agreement or by law. Transmission by fax or email shall always be sufficient to meet the written form requirement. Notifications sent by the Provider to the email address provided by the Customer during registration shall always be deemed to be written notifications.
2. The contracting parties are obliged to immediately notify the other contracting party of any address changes (including email). Otherwise, notifications sent to the last address provided in writing shall be deemed to have been received in a legally effective manner.

## XVI. **Severability Clause**

1. Should individual provisions of the Agreement be invalid in whole or in part, any invalid provisions shall be reinterpreted, supplemented, or replaced in such a way that the commercial purpose pursued by the invalid provision is achieved. The same shall apply in the event that the Agreement contains any loopholes.

**XVII. Place of Jurisdiction & Choice of Law**

1. The parties agree that all legal relationships arising from this contractual relationship shall be governed by the law of the Swiss Confederation to the exclusion of the provisions of Private International Law (PIL) and the UN Convention on Contracts for the International Sale of Goods (CISG).
2. Rapperswil-Jona is agreed as the exclusive place of jurisdiction for all disputes arising in connection with the fulfillment of this contractual relationship.

Rapperswil-Jona

bexio is an Internet service of:

**bexio AG**

Alte Jonastrasse 24

8640 Rapperswil

Switzerland

**Annex 1**      [Privacy Policy](#)

**Annex 2**      [Commissioned Processing Contract](#)