General Terms and Conditions

bexio AG – Marketplace

1. Scope of application

1.1 These General Terms and Conditions "Marketplace" ("GTC Marketplace") will apply to all products and services that are made available to customers (hereinafter referred to as the "Customer") of bexio AG (hereinafter referred to as the "Provider") on the marketplace of the Provider ("Marketplace") insofar as there are no deviating and/or supplementary regulations for a specific service.

1.2 By ordering on the Marketplace, the Customer unconditionally acknowledges the following provisions. The Provider reserves the right to make subsequent changes or additions to the GTC Marketplace. 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 8). The current version will be published on the Provider's website (https://www.bexio.com/en-CH/). Continued use after notification of the changes will be deemed acceptance of the amended provisions.

2. Subject of the Contract

2.1 The Provider will provide the Customer with products and services on the Marketplace, including from third-party providers. In particular, the Provider will provide an interface (API) of the bexio software for communicating with third-party software. The Customer may order various offers and services from the Provider as well as from third-party providers ("Marketplace Offers") and, if possible, integrate them in the bexio software. In addition, the Customer can grant other third-party providers the right to use the interface to its bexio account. The respective scope of services and functions as well as the conditions result from the use of the Marketplace Offers, the respectively valid GTC of the Provider and the third-party providers and/or the current service description (collectively referred to as the "Service Description").

2.2 The Provider is entitled to change, expand, restrict or terminate the Marketplace Offers or the Service Description thereof at any time.

3. Contractual relationship

3.1 Marketplace offers of the Provider

3.1.1 If the Provider itself offers a Marketplace Offer, a contractual relationship will be established between the Provider and the Customer. The General Terms and Conditions and these GTC Marketplace of the Provider will apply to the contractual relationship.

3.2 Marketplace offers of third parties

3.2.1 If a third-party provider offers a Marketplace Offer, a **contractual relationship** will arise **exclusively between the Customer and the third-party provider**. As a result, the third-party provider will be solely responsible for performing the service.

3.2.2   By ordering a service on the Marketplace, the Customer **consents to the GTC and the privacy policy of the third-party provider in question**.

4.   Access rights/API

4.1   If access rights are required for the use of a Service or a Marketplace Offer, the Customer expressly agrees to grant all necessary access rights when ordering or integrating the Marketplace Offer in the bexio software.

4.2   The Provider is then entitled to make all customer data necessary for the use of the Marketplace Offer available or to allow access to it. The Customer will retain full control over the third-party provider's access rights to its data at all times and may restrict or refuse access at any time. The Customer consents to the Provider or the third-party provider exchanging data with this third-party provider when other Marketplace Offers are used.

4.3   Irrespective of any assurances to the contrary, the Provider has the right to restrict access in whole or in part to the Provider's API for individual or all Customers for good cause at any time. Good cause is, in particular, if data is migrated via the interface to the detriment of the Provider or the infrastructure is overloaded with requests via this interface.

4.4   If a customer operates an independent business model, based on the provider's API, in which at least five (5) bexio accounts are connected, the customer is obliged to make a self-declaration. The customer must report its activities immediately to the email address marketplace@bexio.com, stating the business model and the number of connected bexio accounts. The provider will evaluate the conclusion of a partnership agreement on this basis. If the customer fails to make the self-declaration or refuses to enter into a partnership agreement, the provider shall, at its sole discretion, be entitled to restrict the customer's use of the API or to charge a reasonable fee for continued use of the API.

5.   Obligations of the Customer

5.1   When using the Marketplace for the first time, the Customer must generate a user ID including a secure password, which is required to access the Marketplace (if it does not have a 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.

5.2   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).

5.3   The Customer is obliged to always keep its information on the use of the Marketplace, 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.

5.4 The Customer consents to the Provider verifying the Customer's details as part of the credit and address check, processing (personal) data and obtaining 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).

5.5 If the Customer violates any obligations under these GTC Marketplace or other contractual provisions or if it suspects misuse, the Provider is authorised to temporarily or permanently restrict or block access to the Marketplace.

6. Subcontractors

6.1 The Provider may engage subcontractors/third parties to perform its contractual service (e.g., collection). 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 9.

7. Remuneration

7.1 The Customer will undertake to pay the fee agreed in accordance with the respective service description or subscription information plus VAT.

7.2 Unless otherwise agreed or instructed by the Provider, the **fee is to be paid to the Provider**. The Provider has previously had the necessary **rights assigned to it by the respective third-party provider** (assignment in accordance with Art. 164 ff. OR (Swiss Code of Obligations)). In this case, the Customer is obliged to pay the fee to the Provider with discharging effect.

7.3 Unless otherwise agreed, the fee is payable in advance.

7.4 The Provider or third-party 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.

7.5 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.

7.6 In the event of default in payment, the Provider and/or the third-party provider will be entitled to temporarily or permanently block access to the contractual services of the Provider or the third-party provider and/or to inform the third-party provider accordingly of the default in payment. 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. 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. The right to terminate the Contract immediately for good cause is reserved.

8. Contractual amendments

8.1 The Provider is entitled to change its services and/or any part of the Contract (including these GTC Marketplace) 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.

8.2 If the Customer does not want to continue the Contract at the amended rates and the changes 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 change.

8.3 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 bexio 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.

9. Warranty/liability

9.1 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).

9.2 If the Provider has involved auxiliary staff in order to fulfil its contractual obligations, it is solely responsible for carefully selecting and instructing those involved. Warranty and liability are otherwise excluded to the fullest extent permitted by law. **This exclusion of warranty and liability also applies in particular to intent and gross negligence.**

9.3 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.

9.4 Warranty for functional and operational readiness and liability in relation to all Services (in particular software and services) from third-party providers is excluded to the fullest extent permitted by law.

10. Contractual term

10.1 For **Marketplace Offers of the Provider**, the term of the Contract, including modalities of termination, are based on the Service Description and with analogous application of the Provider's General Terms and Conditions.

10.2 For **Marketplace Offers of third parties**, the term of the Contract including termination modalities are based on the Service Description, the individual agreements concluded between the Customer and the third-party provider and/or the General Terms and

Conditions of the third-party provider. In principle, **only termination of the contractual relationship vis-à-vis the Contractual Partner or the third-party provider is valid**. Exceptions to this are cases in which amnis acknowledges termination vis-à-vis the Provider. In any case, the modalities of termination of the third party are decisive.

10.3   In the event that a Customer terminates the bexio account, Marketplace Offers will not be automatically terminated. The Customer will be responsible for terminating Marketplace Offers of the Provider and the third party provider in addition. If the contractual term of the bexio account ends before the contractual term of the Marketplace Offer ends, this will not give rise to any entitlement to terminate the Contract early or reduce the agreed fee.

10.4   In the event that a Customer terminates the bexio account, the Provider will be entitled:

a) to terminate the Marketplace Offer extraordinarily at the end of the contractual term of the bexio account; and,

b) on behalf of the Customer, to terminate the Marketplace Offer vis-à-vis the third-party provider on the next possible termination date or, with the consent of the third-party provider, to terminate the Marketplace Offer extraordinarily once the contractual term of the bexio account ends. The Customer gives its consent to this.

11.   Support

11.1   The Provider will answer enquiries from the Customer about the Marketplace 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.   Notifications

12.1   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 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.

13.   Data protection

13.1   By accepting these GTC Marketplace, 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.

14.   Confidentiality obligation

14.1   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.

15. Severability clause

15.1   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.

16. Applicable law and jurisdiction

16.1   This Contract, including matters of its formation and validity, is governed by **Swiss law**, excluding the conflict of laws and international agreements.

16.2   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**.

17. Priority

17.1   In the event of contradictions between the German version of these GTC Marketplace 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