

**General terms and conditions of sale and use of the services of CCZ Business Sàrl**  
**V2023.1D – EN Version**

**In the event of a lawsuit, the French document will prevail.**

**Legal definitions**

These general terms and conditions apply to all contracts concluded and regulate the working environment between :

- CCZ Business Sàrl and its brand Awareness-Expert [CHE-407.321.507], hereafter CCZ Business ;
- The customer, its legal representative or any person with representation or power of attorney by law or by contractual relationship using the services and infrastructure provided by CCZ Business, hereinafter the customer.

**1. Confidentiality of offers, documents and general conditions**

- 1.1 The parties undertake to treat all offers, documents and these terms and conditions as fully confidential and restricted to the Customer and CCZ Business only.
- 1.2 CCZ Business and any of its partners shall store customer data for the purpose of fulfilling its contracts and for internal research purposes. The customer agrees that his or her data may be passed on to third parties. This data will only be used to carry out the agreed services or to improve services within the framework of the activities of CCZ Business and its partners. Every customer has the right to request information on what data is stored about them.
- 1.3 Any person may request that data be corrected or deleted from the data register. Customer data includes name, address, telephone number and e-mail address. This data concerns both natural and legal persons. The customer agrees that CCZ Business and its partners may provide the customer with general business information and information about their activities by mail, telephone or other electronic means during the term of the contractual relationship and after its termination. CCZ Business acts in accordance with the Data Protection Act (DPA) and the Federal Act against Unfair Competition (UWG).
- 1.4 The Customer agrees that CCZ Business may use, disclose or transmit (including within or outside the European Union) any personal data in its possession about or in relation to the Customer concerned in connection with the use of third party services, provided that CCZ Business only uses such data as it deems necessary to ensure that the Customer fulfils its obligations under the contract or to evaluate the Customer's activities and prevent fraud.

**2. Changes to the general conditions**

- 2.1 In the event of a change to these terms and conditions or its appendices, the customer will be notified of the change by e-mail. The customer shall then have a period of 20 days to accept the amendment. In the absence of written notification by signed postal mail, the new conditions will be considered accepted by the customer.

**3. Scope of application**

- 3.1 These general terms and conditions apply to the sale of all services, products or services provided by CCZ Business, by one of its subcontractors or partners, whether in Switzerland or abroad.

**4. Offer**

- 4.1 Offers are valid for one month from the date of issue. A client who follows up on an offer is deemed to have accepted without

reservation the content, the present general conditions and the current rates.

**5. Conclusion of the contract**

- 5.1 The contract is deemed to be concluded when the parties sign it
- 5.2 In the case of a collective signature, the signatories obtain the right to place individual orders on behalf of the customer in order to facilitate administrative procedures.
- 5.3 The contract is valid for 1 year only without tacit renewal, unless specifically stated in the contract or signed quotation.

**6. Prices**

- 6.1 The prices are defined in the contract and are applicable as they stand.
- 6.2 The customer expressly agrees to CCZ Business assigning claims or pledging them to third parties in the event of non-payment of the services due and following a warning.

**7. Terms of payment**

- 7.1 All packages are defined as annual for both licences and services, unless specifically stated in the contract or signed quotation.
- 7.2 Invoices are payable within 30 days, or as otherwise stated.
- 7.3 If the period indicated on the invoice is exceeded, interest on arrears of 6% is due.
- 7.4 The reminder and summons fee are 50.00 per reminder letter, cumulative.
- 7.5 In the event of a delay, CCZ Business or its partners shall be entitled to suspend its services or to terminate the contract with immediate effect. The contractually agreed amounts shall remain payable by the customer in any case.
- 7.6 CCZ Business excludes any set-off of its claims against counterclaims of the customer.

**8. Software Licences**

- 8.1 Software licences are non-fungible and non-transferable.
- 8.2 CCZ Business may change its software during the year in the event of force majeure, such as the failure of the publisher.
- 8.3 Licences cannot be activated without the customer's approval of the various special conditions of the software. These are automatically attached to the contract.

**9. Hardware equipment**

- 9.1 The warranty conditions of the hardware are those of the supplier of CCZ Business.
- 9.2 Returns or exchanges after the order has been placed are excluded. There is no right of return.

**10. Warranty and liability**

- 10.1 CCZ Business undertakes to fulfil the contracts entrusted to it by its customers to the best of its ability. CCZ Business cannot be held responsible for events beyond its control which it cannot prevent. CCZ Business may withdraw from the contract without compensation in the event of fault on the part of the customer and, if necessary, claim compensation for any damage incurred. CCZ Business does not guarantee the customer's commercial success.

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10.2 CCZ Business shall not be liable for any damage suffered by the customer, in particular if the expected success is not achieved, in the event of delay in the performance of a contract or in the event of consequential damage, unless otherwise required by law. In any case, the customer acknowledges that any claims for compensation, if any, shall be limited to a maximum of half of the invoices paid in the year of the loss and the contract concerned.

10.3 CCZ Business shall not be liable for any loss arising from mechanical failure, strike, delay, supplier failure or failure of any staff, director or officer to perform their obligations or the service.

**11. Cancellation**

11.1 Contracts cannot be cancelled before the expiry date.

11.2 No refunds are possible.

**12. Cancellation for default**

12.1 In the event of a major failure (breakdown or inability to work) lasting more than 20 consecutive days, the contract can be cancelled by registered mail.

12.2 A prorata temporis refund can only be made on the different services. Any refund of the licence is excluded.

**13. Subcontracting**

13.1 The Customer agrees that CCZ Business may use third parties (suppliers, subcontractors, deputies or partners, both human and material) if CCZ Business deems this necessary for the proper execution of the contract.

**14. Obligation of means**

14.1 CCZ Business cannot be held liable merely because it has not achieved a result. In this case, it is up to the customer to prove that CCZ Business was not diligent enough in its attempt to fulfil the obligation.

**15. Morals clause**

15.1 The Client guarantees that he will not use any of the rights granted to him under the agreement for obscene, illegal, immoral or defamatory purposes and will ensure that he does not discredit CCZ Business. Under no circumstances shall the Client use or associate the name of CCZ Business or Awareness-Expert in any way whatsoever, in whole or in part, in the context of its commercial activities. CCZ Business reserves the right to cooperate with the authorities in the event of a request in the context of an investigation following allegations of irregularities against a client.

**16. Intellectual Property Clause**

16.1 The activity of CCZ Business may result in the use of intellectual property (hereinafter referred to as IP) of CCZ Business or of third parties. The Customer may use the IP of CCZ Business strictly within the scope of the contract that has been awarded, as long as the contract is in force. It is not permitted to use the IP outside the contracted area or in another organisation. For the IP of third parties, their specific rules apply.

**17. Priority of regulations**

17.1 If specific regulations, special conditions or other agreements are attached to these GTC and they contradict each other, the order of priority is always as follows:

17.1.1 Swiss law

17.1.2 Contract signed

17.1.3 General conditions

17.1.4 Framework Agreement

17.1.5 Annex

17.1.6 General conditions for suppliers

17.1.7 Other documents

**18. Legal form and miscellaneous**

18.1 If one or more provisions of these general terms and conditions of sale should be declared invalid or ineffective, this shall not affect the validity of the other provisions of the same terms and conditions, which shall continue to bind the parties. Such invalid or ineffective provisions shall then be replaced by any valid provision that best reflects the intention of the parties.

18.2 These general terms and conditions of sale and use of services are subject to Swiss law.

18.3 The parties undertake to resolve amicably any dispute, difference or claim arising from these general conditions. If the parties fail to reach an agreement within a reasonable period of time they may refer the matter to the ordinary courts.

18.4 Furthermore, any dispute arising from or in connection with these terms and conditions shall be submitted exclusively to the jurisdiction of the courts of Vaud.

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