

Conditions for Implementation Services of bexio AG

By ordering the Implementation service from bexio ("Provider"), the customer ("Customer") unconditionally accepts the following contractual conditions. In all other respects, the General Terms and Conditions of bexio AG apply, whereby deviating provisions in these Terms and Conditions take precedence over the General Terms and Conditions.

The Provider reserves the right to change these Terms and Conditions at any time. The changed conditions come into force with the publication. The Provider will make all necessary efforts to send the amended conditions to the Customer by e-mail or to inform the Customer of them on the website.

I. Contract for Implementation services

1. in addition to the standard bexio products, the Provider shall provide the Customer with specific Implementation services. The object of the contract is the initial Implementation of the bexio account in accordance with the offer and scope of services defined by bexio.

II. rights and obligations of the client

- 1 The customer is obliged to pay the Provider the agreed fee.
2. the customer is obliged to give the provider access to his bexio account for the to provide the service on the agreed date as well as for any necessary additional appointments (via TeamViewer or login via trustee access).
3. the customer has to provide all data necessary for the provision of the Provider's service in the form desired by the Provider on his own responsibility and at his own expense. The Provider may send the Customer a checklist of the required data. The customer is responsible for the correctness and completeness of the data provided.
4. if the customer assigns the provider with a data migration, he shall have to provide all data two days before the appointment. The customer is responsible for the correctness and completeness of the data provided.
5. if the data provided by the customer is incomplete, delayed (cf. in particular the two-day period in Clause 4 above), are not in the form requested by the Provider or are otherwise incorrect, the Provider can
 - a. request the customer to provide complete and accurate data immediately,
 - b. partially provide its service in accordance with the data received and retain the agreed fee to cover its costs or
 - c. withdraw from the contract and retain the agreed remuneration to cover his expenses.
6. The customer guarantees the Provider that he has checked the delivered data for viruses or other harmful components before delivery and that he has used state-of-the-art software for this purpose. The customer bears any damage resulting from violation of this warranty.
7. The customer is obliged to be available for scheduling by phone or mail after ordering the service in writing and to provide the required data.

In addition, the following provision shall apply:

- a. If the customer cannot be reached by the provider within four weeks after ordering the service or the required data is not provided, the Provider is entitled to charge a fee of CHF 150 for every booked service.
- b. If the customer does not wish to make use of the service despite ordering (for reasons other than those set out in c. below), the Provider is also entitled to charge a fee of CHF 150 for every booked service.
- c. If the customer cannot make use of the service for important reasons such as business closure or insolvency, no fee will be charged.

In any case the customer is entitled to receive the service at any time by payment of the full amount (minus charge of the fee).

8. the customer is obliged to keep the appointment agreed with the provider.

The Provider is entitled to charge the following costs for postpone, unavailability or cancellation of the appointment:

- a. 100% of the agreed costs if the appointment is postponed within 24 hours of the agreed date.
- b. If for any reason the customer does not appear or does not appear in time for the appointment, 100% of the costs are owed.

9. The invoices issued by the Provider must be checked by the Customer and paid within 30 days.

10. After completion of the Implementation services, the customer bears the sole responsibility for the further input and maintenance of the data and information required to use the SaaS services.

11. The customer is familiar with bexio's data protection declaration and agrees to it.

12. Unless otherwise agreed, the customer is obliged to agree to an appointment within three months. If this is not the case, the provisions of point 5 and 7 shall apply.

III. rights and obligations of the Provider

1. the provider will usually be in contact with the customer to arrange an appointment within five working days after receipt of the order.

2. The Provider shall comply fully with the applicable data protection declaration of bexio and shall ensure that customer data is kept confidential within the scope of the data protection declaration.

3. The Provider is obliged to set up the account on the basis of the data provided by the Customer.

If the Provider determines that the Customer's data is incorrect or deficient, it will inform the Customer accordingly.

4. The Provider is obliged to examine any complaints on the part of the Customer within 30 days after the setup and, if necessary, to correct them free of charge. After expiry of the 30-day period, no further complaints can be asserted.

5. Within the framework of the statutory provisions, the Provider excludes any liability towards the Customer (or any third party), in particular for the fulfilment of its contractual and non-contractual obligations and for the loss of data and lost profits (including for negligence).

6. The Customer explicitly authorizes the Provider to hand over the order placed for setup services and to delegate all or part of the responsibility to a third party such as a selected trustee. The Provider is only liable for the careful selection of the third party. The Provider is not responsible for the correct and timely provision of the services by the third party. Any liability of the Provider for damages incurred in connection with the provision of services by the third party is excluded to the extent permitted by law.

IV. Duration

1. the contractual relationship begins with the order of the service by the customer and ends with the complete implementation and payment of the service.

2. The parties are at liberty to terminate the contract immediately for good cause.

An important reason for the immediate dissolution of this contract is present for the Provider in particular:

- a. if the client goes bankrupt or the bankruptcy is opened due to lack of assets has been set;
- b. if the customer is in default with payment obligations from any contractual relationship with the Provider;
- c. if the customer is culpable in the use of the services covered by the contract violates legal regulations or interferes with copyrights, industrial property rights or name rights of third parties;
- d. when using the distributed services for the purpose of promoting criminal, unlawful and ethically questionable acts by the customer.

V. Data protection

1. The provisions of the bexio AG data protection declaration shall apply.

VI Severability clause

1. in the event of the total or partial invalidity of individual clauses of the present General Terms and Conditions of Sale and

2. Any ineffective provisions shall be reinterpreted, supplemented or replaced in such a way that the economic purpose pursued by the ineffective provision is achieved.

The same shall apply in the event that loopholes should exist in this agreement.

VII Place of Jurisdiction & Choice of Law

1. the parties agree with regard to all legal relationships arising out of this agreement that The application of the law of the Swiss Confederation to the exclusion of the provisions of international private law (IPR) and the UN Convention on Contracts for the International Sale of Goods (CISG). 2. for all disputes arising within the framework of the execution of this contractual relationship

Rapperswil-Jona is agreed as the exclusive place of jurisdiction.

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bexio AG

Alte Jonastrasse 24
8640 Rapperswil
Schweiz