

# General Terms and Conditions of Business

## bexio AG

These General Terms and Conditions ("GTC") govern the contractual relationship between bexio AG (the "Provider") and its customers (hereinafter, the "Customer"). By filling out the login screen to register and order a user account ("bexio account") on the Provider's website, the Customer unconditionally accepts the following provisions. The Provider reserves the right to make subsequent changes or additions to the GTC, which shall become part of the contract unless the Customer objects within 14 days of becoming aware of them. The current version of the GTC will be published on the Provider's website (<https://www.bexio.com/en-CH/>).

### 1. Subject matter of the Contract

- 1.1. With the bexio (hereinafter, "bexio") software, the Provider primarily provides Software as a Service ("SaaS") services to its Customers via the Internet in the area of business software. The Provider also provides additional services in various areas (hereinafter collectively referred to as the "Services"). For the scope and conditions of these services, please refer to the current service description on the Provider's website. The subject matter of the Contract is in particular:
- a) The provision of the bexio software for use via the Internet;
  - b) The storage of the Customer's data ("Data Hosting");
  - c) The provision of various add-ons to supplement the bexio software. Some of the add-ons are offered by the Provider, other add-ons are offered by third parties. The add-ons can be ordered or set up directly in the bexio account or in the Provider's App Marketplace.

### 2. Software provision

- 2.1. For the duration of this Contract, the Provider shall make the current version of the bexio software available to the Customer for use via the Internet in return for payment. For this purpose, the Provider stores the software on a server that can be accessed by the Customer via the Internet.
- 2.2. The Provider continuously develops the software and improves it through regular updates and upgrades. The current range of functions can be found in the service description on the Provider's website.
- 2.3. The Provider continuously monitors the functionality of the Software and eliminates software errors to the extent that this is technically possible.

### 3. Rights of use of the software

- 3.1. 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 as part of the respective scope of services.

- 3.2. The Customer is not permitted to duplicate or edit the software, unless this is expressly permitted in the current service description on the Website or has been approved in writing by the Provider. In particular, the Customer is prohibited from installing or storing the software, even temporarily, on the data carriers (hard disks, etc.) of the hardware it uses (except for RAM).
- 3.3. The Customer is not entitled to make this software available to unauthorized third parties for use, either for a fee or free of charge. The Customer is expressly prohibited from making the software available to third parties in any form, unless this is expressly permitted in the current service description on the Website or has been approved in writing by the Provider.
- 3.4. The Customer undertakes to structure any contractual relationships with third parties in such a way as to effectively prevent any unlawful use of the software by third parties.

#### **4. Data Hosting**

- 4.1. The Provider shall provide the Customer with a defined storage space (see service description) on a server for storing its data. If this storage space is not sufficient to store the data, the Provider shall inform the Customer in a timely manner. Unless the Customer subsequently orders additional storage space in return for payment, data exceeding the available storage space will no longer be stored.
- 4.2. The Provider shall ensure that the stored data can be accessed via the Internet to the extent technically possible.
- 4.3. The Customer is not entitled to give this storage space to a third party for use, either in part or in full, in return for payment or free of charge.
- 4.4. The Customer undertakes not to store any content on the storage space whose provision, publication and use violate applicable law or agreements with third parties.
- 4.5. The Provider shall take suitable and reasonable precautions against data loss and to prevent unauthorized third-party access to the Customer's data to the extent technically possible. For this purpose, the Provider shall make regular backups, check the Customer's data for viruses and install firewalls.
- 4.6. The Customer in any case remains the sole owner of the data and may therefore demand that the Provider surrender any or all data during the term of the Contract, without the Provider having any right of retention. The data shall be surrendered by sending it via a data network in the format used by the Provider. The Customer has no claim to the software suitable for the use of the data. The Provider is entitled to demand compensation for the expenses incurred in the surrender of the data.
- 4.7. After termination of the Contract, the Customer is entitled for one month to demand the return of its data in accordance with Section 4.6. The Provider is not obligated to store the Customer's data or to ensure the return of the data beyond this period. If a Customer requests the surrender of data after the expiration of the one-month period and if the Provider still has the data, the Provider shall surrender the data to the Customer after payment of the actual costs incurred in the surrender of the data.

#### **5. Subcontractors**

- 5.1. The Provider may hire subcontractors/third parties for the fulfillment of the contracted service, in particular for software programming. In the case of authorized subcontracting, the Provider shall be responsible for the careful instruction of the subcontractors.

- 5.2. The warranty and liability for subcontractors/third parties are excluded as far as legally permissible according to Section 14.

**6. Cooperation with third parties / trustees**

- 6.1. The Customer has the option to give a third party, e.g., its trustee, access to its bexio account and to thereby ensure the exchange of data. In doing so, the Customer retains full control over the rights of the third party, or of the trustee, to access its data at all times and can restrict or deny access at any time.
- 6.2. The Provider also allows the trustee to open its own bexio account as a customer. In this case, the trustee shall manage the access rights as a customer and can grant, restrict or deny these rights to third parties. However, the Provider reserves the right to disclose specific data to authorized third parties in justified individual cases.
- 6.3. By granting access rights to third parties, the Customer expressly agrees that the Provider may make all the released data available to the authorized party or permit access to it. The Provider assumes no responsibility for the data processing carried out by the person authorized to access the data (e.g., trustees). For further information, please refer to Section 3 of the Provider's Privacy Policy.

**7. App marketplace / Third party add-ons**

- 7.1. The Provider provides an interface ("API") for communication with third-party software. The API enables the Customer to integrate various supplementary packages or offers from third-party providers ("add-ons") in addition to the bexio software. The Customer can order various add-ons in the Provider's App Marketplace. The Customer may also grant other third-party providers the right to use the interface to its bexio account. Unless expressly agreed otherwise, any contractual relationship concerning the use of third-party add-ons shall be established exclusively between the Customer and the third-party provider.
- 7.2. If access rights are required for the use of an add-on, by ordering or integrating the add-on, the Customer thereby expressly agrees to grant all necessary access rights. The Provider shall then be entitled to provide all Customer data necessary for the use of the add-on or to permit access to it. The Customer shall at all times retain full control over the access rights of the third-party provider to its data and may restrict or deny access at any time. The Customer agrees that the Provider or the third-party provider may exchange data with this third-party provider when using other add-ons.
- 7.3. All warranties and liabilities are expressly excluded according to Section 14.7. In particular, the Provider assumes no responsibility for the data processing carried out by the third-party provider.
- 7.4. Notwithstanding any assurances to the contrary, the Provider shall in any case have the right to partially or completely restrict access to the Provider's API for any or all Customers at any time for good cause. A good cause exists in particular if data is migrated via the interface to the detriment of the Provider or if the infrastructure is overloaded by requests via this interface.
- 7.5. By ordering the add-on, the Customer declares its consent to the General Terms and Conditions and the Privacy Policy of the respective third-party provider. For further information, please refer to Section 3 of the Provider's Privacy Policy.

**8. Consulting services from third-party providers**

- 8.1. The Provider offers its customers consulting services from third-party providers. According to the current service description on the Provider's website, Customers are entitled to receive consulting services from third-party providers. These consulting services may be offered in particular, but not exclusively, on the basis of insurance contracts between the Provider and the third-party service providers.
- 8.2. In order for the third-party provider to verify the Customer's eligibility and to have the necessary contact information, the following data will be transmitted to the third-party provider:
  - a) Name / Company name;
  - b) Address (street, postal code, city, additional address information);
  - c) Contracts concluded between the Provider and the Customer;
  - d) Telephone number(s);
  - e) Email address(es).
- 8.3. Customers must be able to prove to the third-party provider that they are authorized to receive the consulting services, at any time upon request. Customers are responsible for granting access to the consulting services exclusively to authorized employees (e.g., by giving them the telephone number of the third-party provider).
- 8.4. The Customer shall obtain the consulting services pursuant to this section exclusively from the third-party provider. Accordingly, all of the Customer's claims for services shall exist exclusively towards the third-party provider. In particular, no consulting or insurance contract shall exist between the Provider and the Customer at any time.
- 8.5. The Provider reserves the right to limit or terminate the consulting services for individual Customers at any time for good cause. A good cause exists in particular in the case of querulous or excessive use of the offer.
- 8.6. By accepting these GTC, Customers simultaneously declare their consent to the general terms and conditions and the privacy policy of the respective third-party provider.

**9. Bank interfaces / bLink platform**

- 9.1. The Provider enables its Customers to link ("Bank Interfaces") their bexio account with the online banking account of their bank ("Bank Service Provider") in accordance with the following provisions. All bank interfaces to bexio that are available to the Customer are enabled for connection in the bexio account.
- 9.2. The Bank Interfaces are provided in part directly in cooperation with the Bank Service Provider and in part via the SIX BBS AG bLink platform. The Provider shall decide on the type of bank interface to be used.
- 9.3. The Customer is obliged to manage the access rights for the use of the Bank Interface and to grant the corresponding access rights only to authorized persons.
- 9.4. If a Customer wishes to terminate the existing bank account, it must withdraw the corresponding consent in the bexio account. If the Customer has granted an authorization to the Provider in its bank account, it is also obliged to withdraw the authorization it has granted to the Bank Service Provider. When terminating the bexio account, the Provider's authorization is automatically withdrawn upon termination of the Contract. In this case, the

Customer is also obligated to withdraw the consent it has granted to Bank Service Provider, if applicable.

- 9.5. The Provider is entitled to send to the Customer, or to the employees with access rights, notifications regarding the existing banking interfaces as well as the connected banks. Customers who no longer wish to receive messages about banking may unsubscribe at any time via the "unsubscribe" link.
- 9.6. The Provider is entitled to restrict individual Customers' use of the Banking Interfaces or to suspend individual Customers without prior notice. The Provider is also entitled to cancel banking interfaces for individual Banking Service Providers at any time.
- 9.7. For the purpose of troubleshooting and error alerts, the Provider stores the following log data for a period of one month when the Banking Interfaces are used: Database abbreviation, Bank BIC, technical steps (e.g., authentication, file sent, file retrieved, logout) as well as the date and time.

## **10. Support**

- 10.1. The Provider will answer Customer inquiries (by email or telephone) regarding the bexio software and other services of the Provider within the business hours published on the Provider's website, by telephone or in writing as soon as possible after receipt of the inquiry. This does not apply to support for third-party software and services (e.g., add-ons).

## **11. Impairment of accessibility**

- 11.1. Adjustments, changes and additions to the Provider's SaaS services that are the subject matter of the Contract, as well as measures taken to identify and remedy malfunctions, shall only lead to a temporary interruption or impairment of accessibility if this is necessary for technical reasons.
- 11.2. The basic functions and the maintenance of the bexio software are monitored on a regular basis. In the event of serious errors (i.e., it is no longer possible to use the bexio software or its use is significantly restricted), maintenance is usually carried out within two hours of our having become aware of the error or of being notified of it by the Customer. The Provider will inform the Customer about the maintenance work in a timely manner and will perform this work as soon as possible. The Provider shall endeavor to ensure the maximum possible availability of the bexio software.
- 11.3. Third-party services are excluded from this section. In particular, the Provider cannot guarantee the availability of add-ons that are the responsibility of third parties.

## **12. Obligations of the Customer**

- 12.1. The Customer is obliged to use the SaaS services exclusively for the purpose specified in the Contract. The Customer bears sole responsibility for the content that it and the users it sets up create, transmit or use when using the SaaS services. The Customer is responsible for the necessary system requirements (in particular hardware and software) for the use of the bexio software. The Customer solely is responsible for the input and maintenance of its data and information necessary for the use of the SaaS services - without prejudice to the Provider's obligation to back up data.

- 12.2. The Customer is obliged to check its data and information for viruses or other harmful components before entering it and is obliged to use state-of-the-art virus protection software for this purpose.
- 12.3. The Customer is obliged to take appropriate precautions to prevent unauthorized third-party access to the software. The Customer is obliged to instruct its employees about the existing intellectual property rights and to ensure that they comply with these rights. In particular, the Customer shall instruct its employees not to make any copies of the software or to disclose access data to third parties.
- 12.4. When using the SaaS services for the first time, the Customer must generate a "User ID" including password, which is necessary for accessing the bexio account. The Customer is obliged to keep its "User ID" and password secret and not to make it accessible to third parties. The Customer must inform the Provider immediately of any unauthorized use or other security attacks. In such cases, the Provider shall reset the Customer's "User ID" and password.
- 12.5. The Customer shall take all necessary measures, in its reasonable discretion, to maintain or improve the security of the data, the software and the network connections. In particular, the Customer must change its password regularly, at least every sixty (60) days.
- 12.6. The Customer is obliged to always (daily) keep the data in its bexio account up to date, especially the stored personal data such as residential and registered office addresses, email address for notifications and invoice delivery, as well as telephone number(s).
- 12.7. After termination of the contractual relationship, the Customer is solely responsible for backing up its data. The Provider is entitled to irrevocably delete all data one month after termination of the Contract.
- 12.8. If the Customer violates any obligations under these GTC or other contractual provisions, the Provider is authorized to temporarily or permanently restrict or block the bexio account, thereby blocking access to all services of the Provider.

### **13. Fee**

- 13.1. The Customer agrees to pay to the Provider the fee plus VAT agreed for the services ordered in accordance with its subscription / corresponding service description.
- 13.2. The fee is to be paid in advance, unless otherwise agreed in writing.
- 13.3. The Provider shall send the Customer an invoice for the contractually owed fee to the email address stored with the billing address.
- 13.4. The Provider is entitled to adjust the fees and/or service content at any time by notifying the Customer in writing. Reasons for such service changes may include the technical progress and the ongoing development of the software. If the Customer does not wish to continue the Contract at the changed rates and if the changes represent a deterioration of the conditions from the Customer's point of view, the Customer shall be entitled to extraordinary termination with a notice period of 14 days to the date of the change.
- 13.5. In the event of a delay in payment, the Provider is entitled to temporarily block the bexio account, thereby blocking access to all services of the Provider. In this case, the agreed fee shall remain fully payable, even during the time that the account is blocked. Access will be reactivated after the outstanding invoices have been paid. Section 15.5 remains reserved.

## **14. Warranty / Liability**

- 14.1. The Provider warrants the functionality and operational readiness of the SaaS services in accordance with the provisions of these GTC.
- 14.2. The Customer undertakes to indemnify the Provider against all third-party claims based on the data stored by the Customer and to reimburse the Provider for all costs incurred by the Provider due to possible infringements of rights.
- 14.3. The Provider is entitled to immediately block the storage space if there is a reasonable suspicion that the stored data is illegal and/or violates the rights of third parties. A reasonable suspicion of illegality and/or infringement of rights exists in particular if courts, authorities and/or other third parties inform the Provider thereof. The Provider shall immediately notify the Customer of the blocking of the storage space and the reason for it. The block shall be lifted as soon as the suspicion is fully invalidated.
- 14.4. Within the framework of the legal provisions, the Provider excludes any liability towards the Customer (or any third party), in particular for the fulfillment of its contractual and non-contractual obligations, as well as for the loss of data (including due to negligence). This exclusion of liability also applies to any damage caused directly or indirectly by the use of the bexio software.
- 14.5. If the Provider has engaged auxiliary persons to fulfill its contractual obligations, the Provider is responsible to carefully instruct the auxiliary persons. In all other respects, warranty and liability are excluded to the fullest extent permitted by law. This exclusion of warranty and liability applies in particular to intent and gross negligence.
- 14.6. In all cases, regardless of the basis of liability, the Provider's liability is limited to the amount of the monthly license fee in the last twelve months before the damage occurred.
- 14.7. The warranty for the functional and operational readiness as well as liability with regard to software and third-party services (in particular add-ons, consulting services and banking interfaces) is fully excluded to the extent permitted by law.

## **15. Duration of the Contract**

- 15.1. The contractual relationship begins with the Customer's registration and order.
- 15.2. The contractual relationship is concluded for an indefinite period. Consequently, the respective subscription (monthly subscription, annual subscription, etc.) shall be automatically extended for another billing period unless the contractual relationship has been terminated in accordance with this section.
- 15.3. The parties are entitled to terminate the contractual relationship by giving one month's notice as of the end of the current billing period of the respective subscription (monthly subscription, annual subscription, etc.). Agreements to the contrary regarding notice periods remain reserved (especially for special promotions).
- 15.4. Method of termination: the Contract must be terminated online in the Customer's bexio account. Following the termination, the Provider will send the Customer an email with a confirmation link. Once the Provider receives this confirmation, the bexio account will be blocked at the end of the respective billing period after the one-month notice period has expired. The receipt of the termination confirmation by the Provider shall be decisive for the termination date.
- 15.5. The parties are free to terminate the Contract immediately for good cause. A good cause for the Provider's immediate termination of this Contract is in particular,

- a) if the Customer becomes bankrupt or the bankruptcy proceedings have been discontinued due to lack of assets;
  - b) if the Customer is in arrears with payment obligations under this contractual relationship in the amount of at least one month's fees and has been reminded without result after the granting of a grace period of two weeks;
  - c) if the Customer culpably violates legal regulations or infringes copyrights, industrial property rights or name rights of third parties when using the contracted services;
  - d) if the Customer seriously violates obligations under these GTC or other contractual provisions;
  - e) if the Customer uses the provided services for the purpose of promoting criminal, unlawful and ethically questionable actions.
- 15.6. In the event of the death of the owner of a sole proprietorship, the Provider is generally entitled to hand over the data of the sole proprietorship to authorized persons (in particular family members and trustees). This handover is dependent on proof of a legitimate interest (e.g., succession planning, estate distribution, etc.). Furthermore, the Provider may grant access to the sole proprietorship's bexio account to an authorized person or transfer the account to such a person (e.g., an heir) after the provision of appropriate proof. If the authorization is in doubt or if several parties make divergent claims, the Provider may refuse to hand over the data or to take further steps.

## **16. Notices**

- 16.1. Unless a stricter form is provided in this Contract or by law, all notices must be sent in writing or by email to the postal or email addresses provided by the Customer in the bexio account or on the Provider's website. The Customer is obliged to notify the Provider immediately of any change of address (including a change of email address), or to change the address in the bexio account, otherwise notices sent to the last known address shall be deemed to have been received with legal effect.

## **17. Data protection**

- 17.1. When accepting these GTC, the Customer simultaneously declares its consent to the Provider's Privacy Policy (Annex 1) and the Provider's Order Processing Contract (Annex 2), each in their currently valid versions, which are permanently posted on the Provider's website. The Customer declares that it is familiar with the content of these documents.
- 17.2. The Customer hereby **expressly agrees to the exchange of data** between the Provider and its parent company, **Schweizerische Mobiliar Versicherungsgesellschaft AG**, as well as the **insurance companies of the Mobiliar Group** and **other companies belonging to the Mobiliar Group** in accordance with Section 6 of the Privacy Policy. These companies are obliged to maintain confidentiality and to comply with the applicable data protection legislation.

## **18. Intellectual property rights**

- 18.1. All intellectual property rights to the Provider's SaaS services, in particular to the bexio software and the Website, shall remain the property of the Provider.

**19. Confidentiality obligation**

- 19.1. The Provider undertakes to maintain secrecy about all confidential processes, in particular the Customer's business or trade secrets of which it becomes aware in the course of the preparation, execution and fulfillment of this Contract, and undertakes not to disclose this information to outside third parties without the Customer's authorization. This applies to any unauthorized third parties, unless the disclosure of information is necessary for the proper fulfillment of the Provider's contractual obligations.
- 19.2. The **data exchange** between the Provider and its parent company, **Schweizerische Mobiliar Versicherungsgesellschaft AG**, as well as the **insurance companies of the Mobiliar Group** and **other companies belonging to the Mobiliar Group** in accordance with Section 6 of the Privacy Policy shall be excluded from the confidentiality obligation pursuant to this section. These companies are obliged to maintain confidentiality and to comply with the applicable data protection legislation. The Customer expressly declares its consent to the above.
- 19.3. The Customer authorizes the Provider to mention the Customer's name publicly as a reference and to use general information about the agreed contract in an appropriate manner for marketing, public relations and sales purposes. However, the Provider will contact the Customer prior to publication, and the Customer may revoke its consent only for good cause.

**20. Severability clause**

- 20.1. Should individual provisions of this Contract be or become invalid or void, this shall not affect the validity of the remaining provisions. In this case, the invalid or void provision shall be replaced by a new, legally permissible provision which comes closest to the economic meaning and effect of the invalid or void provision. The same procedure shall be followed if a gap in the Contract becomes apparent.

**21. Applicable law and place of jurisdiction**

- 21.1. This Contract, including all matters relating to its formation and validity, shall be governed by and construed in accordance with the laws of Switzerland, without giving effect to the principles of conflict of laws and international agreements.
- 21.2. The exclusive place of jurisdiction for all disputes arising out of or in connection with this Contract and the subject matter contained therein, including matters relating to the formation, validity, invalidity, binding nature, implementation, modification or amendment, breach or termination of this Contract, shall be at the **registered office of the Provider**.

**22. Precedence**

- 22.1. In the event of any inconsistency between the German version of these GTC and its Annexes and a version in another language, the German version shall prevail.

Last version: June 2022

**bexio AG**

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**Annex 1**      [Privacy Policy](#)

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