

1. Scope of Application

1.1 The following General Terms and Conditions (GTC) apply between the customer listed in the agreement and the Run my Accounts contractual partner designated therein, hereinafter referred to as "Run my Accounts." Additionally, customers or users agree to these GTC by using the services and software of Run my Accounts.

1.2 Together with the individual contractual documents, these GTC constitute the final agreement (hereinafter referred to as the "Agreement") between the customer and Run my Accounts.

1.3 The Privacy Policy is an integral part of these GTC: <https://www.runmyaccounts.ch/datenschutzerklaerung/>

2. General Content of the Agreement

2.1 The subject of the agreement is the specific tasks agreed upon in each case and performed by Run my Accounts, not the guarantee of achieving certain economic or other outcomes. Therefore, despite delivering specific work results, Run my Accounts cannot make statements in the form of expectations, forecasts, or recommendations as a guarantee of the occurrence of such circumstances.

2.2 Deadlines are considered general target dates unless they are explicitly agreed upon as binding commitments.

2.3 Presentations, statements, and similar documents are only binding once they have been legally signed. Other work results are binding only if explicitly confirmed in writing. Interim reports (e.g., unverified figures in the online accounting software) and preliminary work results may differ significantly from the final outcome and are non-binding.

2.4 If specific employees are mentioned in the agreement, Run my Accounts will make reasonable efforts to ensure that these individuals remain available to support the client during the estimated timeframe stated in the contract. However, Run my Accounts has the right to replace individual employees. Additionally, Run my Accounts may use suitable third parties (including those abroad) to provide its services.

2.5 In principle, Run my Accounts provides services on a contractual basis. Unless otherwise stipulated in the agreement, the services shall be provided on a time and material basis.

2.6 Should a contract for work and labour relationship exist in an individual case, the customer shall accept the work to be delivered at the earlier of the following times: When the acceptance criteria or the procedure for acceptance of the work to be delivered specified in the agreement have been fulfilled, or the customer is using the work to be delivered productively. If no corresponding criteria or procedures are specified in the agreement, the work to be delivered shall be deemed to have been accepted upon delivery to the customer.

3. Customer's co-operation and obligations

3.1 Run my Accounts' performance is dependent on the Customer's co-operation with Run my Accounts and the Customer's fulfilment of the responsibilities set out in the Agreement.

3.2 The Customer shall provide Run my Accounts with all information and documentation necessary for the proper performance of the Services in a timely manner without specific request. Run my Accounts may assume that the documents and information provided and instructions given are correct and complete. Run my Accounts accepts no liability whatsoever for any loss, damage or defect in connection with the Services caused by inaccurate or incomplete or otherwise incorrect information and documentation provided by the Customer.

3.3 The Client undertakes to ensure that its employees are available to Run my Accounts to provide reasonable support.

3.4 In principle, the customer is responsible for the management of its accounts and finances, including payment transactions and control. Run my Accounts does not in any way acquire the status of a corporate body.

3.5 The customer or a third party appointed by the customer is the 'person responsible for accounting' in accordance with Art. 958 para. 3 of the Swiss Code of Obligations. Neither Run my Accounts nor any employee of Run my Accounts assumes this function.

3.6 The customer undertakes not to entice away any Run my Accounts employees in any form whatsoever. This non-solicitation clause applies for the duration of the contractual relationship between Run my Accounts and the customer and for one year after its termination. In the event of a breach of this non-solicitation clause, the customer undertakes to pay a contractual penalty in the amount of CHF 20,000.

Payment of the contractual penalty does not release the customer from the non-solicitation clause. The right to claim further damages remains reserved.

4. Online-Accounting-Software

4.1 The customer may not use the services in an improper manner. Use shall take place exclusively within the legal framework. Run my Accounts reserves the right to suspend or cancel access in the event of suspected misuse.

4.2 In connection with the use of the Services, Run my Accounts may send service announcements, administrative messages and other information. Run my Accounts may contact the Customer through any channel.

4.3 Customers are required to keep passwords confidential. The user is responsible for activities in the user account. Users may not reuse passwords used with Run my Accounts in third party applications.

4.4 Run my Accounts may add new functions, remove, suspend or permanently discontinue modules.

4.5 If the customer makes an API connection to Run my Accounts, the Customer shall avoid: rapid repetition of the same query or the same transmission (spam); repeated transmission of data despite error messages; attempts to obtain unauthorised data.

Run my Accounts can check and reject the implementation of the API on request. The customer is responsible for incorrect postings or other possible database problems that arise due to a defective API implementation in the accounting system. The customer is responsible for starting and monitoring the operation of the API.

5. Fee and expenses

5.1 In addition to the fee claim, Run my Accounts is entitled to reimbursement of expenses incurred and third-party fees. Travelling time, with the exception of time spent travelling from a local residence to the normal place of work, will be included in the hours required to provide the services and will be invoiced.

5.2 Cost estimates are based on estimates of the scope of the work required and are prepared on the basis of the data provided by the client. They are therefore not binding for the final calculation of the fee.

5.3 All prices quoted are exclusive of taxes.

5.4 Invoices for fees and expenses must be paid within 14 days to the account specified by Run my Accounts. If payment is not received on time, Run my Accounts has the right to immediately suspend contractually guaranteed services or to adjust the agreed service level. This right includes the blocking of online access. In this case, Run my Accounts also has the unilateral right to terminate the agreement without notice and for cause. In the event of late payment, the customer will be charged a reminder fee of CHF 25 per reminder. In addition, default interest of 5% p.a. is owed from the due date.

5.5 In the event of termination of the Agreement, the Customer shall pay Run my Accounts for all Services provided up to the date of termination. In the event of termination for cause by the Customer, the Customer shall pay all additional costs incurred by Run my Accounts as a result of the early termination of the Service.

5.6 Irrespective of the reason for termination of the Agreement, the Customer shall bear all costs of repatriation. Run my Accounts will charge the prices defined in the Agreement for Services requested by the Customer beyond the termination date.

6. Exchange of information

6.1 The parties undertake to maintain confidentiality regarding all confidential information of which they become aware on the occasion of or in connection with the acceptance or provision of services within the framework of the execution of the contractual relationship. All data concerning facts, methods and knowledge which, at least in their specific application in the context of the fulfilment of the contractual relationship, are not

1. are or become generally accessible to the public, whereby this is not due to a breach of an obligation under this Section 6;
2. was acquired by a third party without an obligation of confidentiality;
3. is or was created independently by the recipient of the confidential information or was known to the recipient prior to receipt;
4. is generally known or can be easily determined by third parties with general knowledge.

6.2 Excluded from this is the disclosure of confidential information for the necessary protection of legitimate own interests, insofar as the respective third parties are subject to an equivalent obligation of confidentiality.

6.3 Run my Accounts is further authorised to disclose confidential information to a third party if this is necessary for the provision of the service. Run my Accounts may process the information of which it becomes aware, in particular the personal data of customers, using IT technology or have it processed by third parties (including abroad). As a result, the information is also accessible to persons who perform system support and control functions as part of the processing procedure. Run my Accounts ensures that the relevant persons are also subject to the obligation to maintain confidentiality.

6.4 The obligation to maintain confidentiality shall survive the termination of the contractual relationship. The above obligation does not prevent Run my Accounts from executing the same or similar orders for other customers while maintaining confidentiality.

6.5 The parties may use electronic media such as telephone, fax, websites and e-mail for their communication within the framework of the contractual relationship. During electronic transmission, data may be intercepted, destroyed, manipulated or otherwise adversely affected and may be lost for other reasons or arrive late or incomplete. Each party is therefore responsible for taking appropriate precautions to ensure error-free transmission or receipt and for recognising elements that are defective in terms of content or technology. The customer acknowledges that absolute protection is not possible.

7. Property rights and rights of use

7.1 All industrial property rights such as intellectual property rights and licence rights to the documents, products or other work results produced by Run my Accounts in the course of the contractual relationship, as well as the know-how developed or used in the process, are the exclusive property of Run my Accounts, irrespective of any cooperation between Run my Accounts and the customer.

7.2 Run my Accounts grants the customer a non-exclusive and non-transferable right of use for the customer's own exclusive use for the duration of the contract to the documents, products and other work results provided to the customer, including the associated know-how.

7.3 The customer is not authorised to reproduce, modify, distribute, sell or lease any part of the software. The Run my Accounts software may not be reverse engineered, nor may any attempt be made to extract the source code.

7.4 The passing on of documents, products and other work results or parts thereof as well as individual technical statements to third parties by the customer is only permitted with the express written consent of Run my Accounts.

7.5 The customer shall refrain from modifying the documents provided to him by Run my Accounts, in particular the binding reports. The same applies to products and other work results, unless their purpose is to be further processed by the customer.

7.6 Permission to make reference to the existing contractual relationship between the parties, in particular in the context of advertising or as a reference, is hereby granted in full. For this purpose, images of the customer's company logo may also be used on the Internet, in company presentations, brochures, advertisements, etc.

8. Liability and Warranty

8.1 Run my Accounts is liable only to the extent described below:

1. Run my Accounts is liable for personal injury and property damage for which it is legally responsible.
2. Run my Accounts is liable for other direct damages up to a maximum amount equal to the fee for the affected order. In the case of recurring charges, the amount is determined by the total sum of all invoiced amounts within one year.

8.2 The liability limitations also apply to damages for which subcontractors of Run my Accounts are jointly or severally liable together with Run my Accounts.

8.3 Under no circumstances shall Run my Accounts or its subcontractors be liable for damages they did not cause. They are also not liable for lost profits (even if they result directly from the damaging event); indirect or consequential damages (even if such damages or losses were foreseeable or Run my Accounts was warned of their possible occurrence); lost business, revenue, goodwill, or discounts, incorrect payments, or unrealized savings.

8.4 Run my Accounts assumes no liability or obligations towards third parties who benefit from, use, or gain access to the services.

8.5 Liability for the loss, damage, misplacement, or delay of shipments (documents, correspondence, etc.) is excluded.

8.6 There is no warranty.

9. Duration of the Agreement

9.1 The agreement is valid from the start date specified in the agreement or, if no start date is defined, from the day the contract is signed by both parties.

9.2 If the agreement does not specify a fixed duration, it ends upon the mutual and complete fulfillment of the contractual obligations.

9.3 If the customer violates the provisions of the agreement, Run my Accounts may immediately suspend or terminate the services.

9.4 Upon termination of the agreement, any retention obligations of Run my Accounts cease. Run my Accounts is entitled to delete stored data and records (including backup copies).

10. General Provisions

10.1 Except for the customer's payment obligation for services rendered, neither party shall be responsible for failure to fulfill obligations under this agreement due to reasons beyond their control.

10.2 If any provision of this Agreement is held invalid in whole or in part, the remaining provisions shall remain valid and enforceable.

10.3 Run my Accounts is entitled to provide services to other customers.

10.4 Run my Accounts may modify these General Terms and Conditions (GTC) at any time. Therefore, you should review these GTC regularly.

10.5 Notices must be made in writing.

10.6 The agreement is governed by Swiss law.

10.7 The court responsible for all disputes arising from this agreement shall be the court competent for the location of the Run my Accounts contractual partner, unless another court has exclusive jurisdiction due to mandatory legal provisions.