General terms and conditions of re:spondelligent GmbH and Respondelligent FZC-LLC

1. Scope of application and conclusion of contract
1.1.
The present General Terms and Conditions of Business (hereinafter referred to as "GTC") shall apply to the legal relationship between re:spondelligent GmbH and Respondelligent FZC-LLC (hereinafter referred to as "re:spondelligent") and its Customers (hereinafter referred to as the "Customer"). They are valid for all re:spondelligent products and services offered, for the entire duration of their use by the Customer.

1.2.
By using the services and/or products of re:spondelligent, the Customer accepts these terms and conditions in full and without alterations.

1.3.
The general terms and conditions are an integral part of the contract with the Customer.

2. Products/services and rights of re:spondelligent
2.1. Range of Services
2.1.1.
Re:spondelligent offers its Customers services or products in accordance with the description on the web site respondelligent.com. The Customer selects services or products from this presentation, and his choice is limited to the services or products offered at the time of selection. The terms and conditions stated on the website respondelligent.com constitute the sole valid terms and conditions relevant to this website. Re:spondelligent reserves the right to change its offers at any time. If any such change should result in a higher price or more limited service offering that would be disadvantageous for the Customer during the duration of the contract, re:spondelligent will inform the Customer in question pursuant to §12.1.2

2.2.2.
Re:spondelligent may refuse to service any Customer without specifying any reasons for the refusal.

2.3. Involvement of third parties
Re:spondelligent may, at any time, engage third parties for the purpose of performing its services.

2.4. Customer Reviews
2.4.1.
Re:spondelligent collects user/customer reviews (reviews, contact information) of subjects chosen by the Customer from internet platforms (e.g. Tripadvisor, Yelp, Google), in which user/customer reviews are presented. The collected data will be stored in a Customer summary ("dashboard" or "cockpit") for analysis. The Customer will be billed for access to this data.

2.4.2.
Re:spondelligent is neither the author nor the owner of the data collected on said platforms pursuant to § 2.4.1. and is not responsible for this data.

2.4.3.
The dashboard will be available to the Customer for the duration of the subscription.

2.4.4.
Before agreeing to the subscription, the Customer will have the right to test the dashboard for 14 days without payment. If a Customer's behaviour should, in any way, cause damage to the service or products of re:spondelligent, re:spondelligent reserves the right to block the Customer account and/or access to the dashboard. In such a case, re:spondelligent previously will inform the the Customer (insofar as that is possible in the context of the available operational resources and on the basis of the concrete circumstances) or as soon as possible following the event.

2.5. Responses
2.5.1.
After purchase of the subscription, re:spondelligent will write responses to all user/customer reviews. re:spondelligent will write as many reviews as are covered by the Customer's subscription.

2.5.2.
The responses will be individual written/composed, by humans or generative AI.

2.5.3.
Re:spondelligent will write responses to all user/customer reviews on the chosen internet platforms. Neither the Customer nor re:spondelligent may choose a selection of the reviews to be answered.

2.5.4.
The answers will be available for the Customer on his dashboard from 3-7 working days after publication of the review of the Customer. The Customer will then be responsible for inserting the response into the review.

2.5.5.
Re:spondelligent will write its responses conscientiously, according to the best of its knowledge of the topic in question. For liability cf. point 7 in the following.

2.6. Maintenance work
Re:spondelligent reserves the right, to perform, at any time, maintenance work which can result in business interruptions. Re:spondelligent will do its best to perform such maintenance work outside of peak times and within a narrow time window. As far as possible, re:spondelligent will inform the affected Customers in advance in a suitable way.

3. Rights and obligations of the Customer
3.1. In general
3.1.1.
The Customer is entitled to use re:spondelligent products and services in conformance with the provisions of the law, and undertakes to follow these general terms and conditions as well as any instructions from re:spondelligent when using its products or services. The Customer's liability for damage caused by improper operation is specified in § 8.

3.1.2.
The Customer is not permitted to allow third parties to use services or products from re:spondelligent.

3.1.3.
The Customer alone bears the sole responsibility for inserting the responses written by re:spondelligent and provided to him on the dashboard into the corresponding reviews of the Customer (see also § 2.4.4. of the GTC).

3.1.4.
The Customer's obligation to promptly communicate any defects, faults or interruptions in the services or products of re:spondelligent is pursuant to § 6.3.

3.1.5.
The Customer undertakes to give re:spondelligent truthful information at all times.
By completing the registration, latest with the first use of re:spondelligents's services, the Customer confirms that he is liable/responsible for the properties specified by him.

3.1.6.
Within the framework of his contractual relationship with re:spondelligent, the Customer, as well as any persons under his supervision (e.g. Children, employees, sub-contractors, etc, called Supervised Persons) must follow the applicable Swiss and foreign laws.

3.2. Compulsory statement of contact data
The Customer must provide re:spondelligent with a valid postal address as well as an email address at which he can be reached. Business Customers must also provide re:spondelligent with the name of a competent contact person. Any relevant changes must be immediately reported to re:spondelligent.

3.3. Safety precautions and data backup

3.3.1.
The Customer is obligated to take the precautions necessary for the protection of its data and programs and bears the sole responsibility for this. In particular, the Customer must select suitable passwords, renew them regularly, and store them safely, protected from unauthorised access by third parties. Passwords or other ID parameters provided by re:spondelligent to the Customer are given specifically for the Customer's personal use and should be treated as confidential. Re:spondelligent must be certain that the persons using the ID have the right to do so. The Customer is, therefore, also obligated to perform suitable logout procedures whenever he ends a session. Pursuant to § 6.3, the Customer is required to immediately inform re:spondelligent of any instances of potential misuse of his account by third parties.

3.3.2.
The Customer bears the sole responsibility for the backup of his data. To prevent data loss, re:spondelligent recommends that the Customer perform a regular backup of his data.

4. Prices
Re:spondelligent may publish prices and fees immediately before the use of a particular service.

5. Methods of payment

5.1.
Prior to the conclusion of the purchase of services and/or products, the Customer must choose a payment method. The following options are available:

- Payment by credit card: In case of payment for service and/or products, the purchase price is due for payment immediately, and the account will be debited for payment immediately upon completion of the order.

- Orders on account (only possible in exceptional cases after a special written agreement with re:spondelligent): re:spondelligent will send an invoice to the Customer, for the specified contract duration, to the email address specified by the Customer for contractually relevant communications, normally in advance. The Customer must then pay the invoice on or before the specified date. The payment obligation on the part of the Customer for products and services of re:spondelligent begins with the conclusion of the contract or with the use of the respective service or product. In doubtful cases, the payment date specified on the order confirmation sent by re:spondelligent will be valid. If the Customer does not pay the invoice within the specified period, re:spondelligent will be entitled to bill the Customer for the following fees: Payment Reminder: free; 1. Warning: free; 2. Warning: CHF 15.-; 3. Warning: CHF 30.-. Re:spondelligent will send reminders to the Customer at the Customer's e-mail address.

5.2.
Re:spondelligent reserves the right to collect its delinquent claims against the Customer through a collection agency. The Customer undertakes to pay all related costs in such a case.

5.3.
Re:spondelligent reserves the right to change the prices of its products and services at any time. The communication of such price changes to the Customer will take place pursuant to § 12.1.2.

5.4.
Offsetting of reciprocal claims by the contract parties is not allowed.

6. Warranty

6.1.
Re:spondelligent will make every effort to provide its services without disturbance or interruption, within the framework of its resources. Re:spondelligent reserves the right to make further agreements between re:spondelligent and the Customer.

6.2.
Re:spondelligent will not, however, give any guarantee to the Customer as regards, (i) the continuous availability of hosted Customer websites, (ii) the continuous availability, or the availability at a certain point in time, of its services, and (iii) the quality and the timeliness of the transfer of requested Customer data.

6.3.
The Customer undertakes to immediately report to re:spondelligent , as soon as the Customer becomes aware of such things, defects, faults or interruptions in re:spondelligent-related services (including all cases of illegal or contractually forbidden use of services by third parties) or products, systems and software by means of written (by e-mail with subsequent confirmation by re:spondelligent) defect reports, and to assist re:spondelligent with troubleshooting to the extent possible. These defect reports must be provide a sufficiently precise description of the problem. The Customer must allow re:spondelligent a reasonable grace period of at least 30 days to remedy the defects specified in the defect report. If the complaint is not taken care of within the grace period, the Customer is entitled to immediately terminate his contract with re:spondelligent. Re:spondelligent will reimburse the Customer any fees already paid prorated from the date on which the Customer no longer was able to use re:spondelligent's product or service. The Customer is not entitled to any further compensation, pursuant to the provisions of § 7. The Customer shall bear the costs for identifying and resolving problems when he has requested the investigation and the cause of the problem can be found in his behaviour, in the equipment used by him or in the behaviour of users/customers on his website.

6.4.
The installation and use of the applications is in the sole responsibility of the Customer and is done at the risk of the Customer. Re:spondelligent accepts no responsibility in this case.

7. Liability of re:spondelligent

7.1.
Re:spondelligent is liable to the Customer for damage caused directly by intentional or gross negligence.

7.2.
The liability of re:spondelligent for normal negligence is solely for the immediate damage, and compensation is limited to the amount payed by the Customer for the current contract period.

7.3.
Re:spondelligent is not liable for mild negligence and indirect damage or consequential losses (such as loss of profit, production stops, reputational damage and damage resulting from data loss).

7.4.
Neither is re:spondelligent liable for any damages caused by conditions for which re:spondelligent is not responsible.

7.5.
Re:spondelligent shall not be liable for damages which arise from the Customer's lack of or limited access to information, delays in access, or failure to provide information. The use of all information disseminated by re:spondelligent is at the risk of the Customer. Re:spondelligent shall not be liable for the accuracy or correctness of such information.

7.6.
Re:spondelligent shall not be liable for damage caused by improper use of re:spondelligent's infrastructure.

7.7.
Re:spondelligent shall not be liable for damages in connection with security gaps in Customer-installed applications or with the remedying of such security vulnerabilities.

8. Liability on the part of the Customer

8.1.
The Customer shall be liable to re:spondelligent for all damage resulting from breaches of his contractual obligations. In particular, the Customer is liable in relation to re:spondelligent for full damages in connection with claims by third parties based on incorrect registration and use of the responses. The compensation obligation of the Customer covers damages to re:spondelligent that arise because re:spondelligent or one of its employees becomes the object of a legal process because of impermissible behaviour by the Customer or of a Supervised person pursuant to § 3.1.6. Re:spondelligent also reserves the right to claim compensation from the Customer.

8.2.

Re:spondelligent is entitled to bill the Customer CHF 200 in the case of abuse of services by third parties, with reservation of the right to further claims, and to bill CHF 140 for all hours used in resolving the matter.

9. Confidentiality and data protection

9.1.

Re:spondelligent and the Customer undertake a reciprocal obligation to treat as confidential any information that is not generally known or publicly available that they become aware of during the preparation and execution of the contract. This obligation continues after termination of the contract for as long as that can be reasonably justified. In case of doubt, information must be treated as confidential.

9.2.

Both re:spondelligent and the Customer shall ensure, in their respective spheres of influence, compliance with the goal of data security.

9.3.

Re:spondelligent uses personal data solely for the purpose of providing their own services and for marketing activities related to that.

9.4.

If it is necessary for the performance of its services, re:spondelligent will be entitled to share Customer data with third parties. Such a transfer of data will particularly be allowed in the following cases:
• Sending of e-mails (newsletters) through third parties (furnishing the name and e-mail address[es]);
• default of payment pursuant to 5.4 (forwarding of Customer data to a collection agency);
• Official or judicial requests for disclosure of Customer data by re:spondelligent.

9.5.

The Customer accepts that re:spondelligent will inform Customers about current developments and new services or products from re:spondelligent or its partners. The Customer may, at any time, inform re:spondelligent that it does not want such information.

9.6.

The Customer accepts that re:spondelligent will provide data (such as IP address, browsers used) for the purpose of evaluation of visits to their websites to providers of web analytical tools (such as Google Analytics, New relic, Yandex Metrica).

9.7.

The Customer is aware that the use of services and/or products from re:spondelligent explicitly involve the following data security risks:
• Reading of, changes to, suppression of or delay of unencrypted e-mails sent by unauthorised third parties;
• Changes of emails' senders by unauthorised third parties;
• Faking, falsification and utilisation of contributions to news groups, forums and chats by unauthorised third parties;
• Monitoring of Internet traffic and acquisition of user names and passwords by unauthorised third parties.

10. Intellectual Property

10.1.

For the duration of the contract, the Customer acquires the non-transferable, non-exclusive right to use the service or products covered by the GTC.

10.2.

All rights to existing intellectual property, or any intellectual property arising from contract fulfillment concerning services and products from re:spondelligent remain the property of re:spondelligent or third parties employed by re:spondelligent.

10.3

The Customer accepts that re:spondelligent mentions the customer's name and/or the managed properties publicly, specifically on re:spondelligent's homepage.

10.4

The following brands belong to their respective companies: Google, Tripadvisor, Yelp, booking.com, hotels.com and Facebook.

11. Contract duration, renewal of contract and termination

11.1. Contract duration

Re:spondelligent offers contracts with a duration of 12 and 24 four months and of one month. Contracts between re:spondelligent and the Customer are effective from the date on which the respective service or the product becomes available for use by the Customer.

11.1.1 Automatic Renewal

Contracts for 12 and 24 months are automatically renewed for the same period unless the Customer cancels before the end of the contract. After an automatic renewal, the customer has a 3 months' notice period (to the end of the month).

11.2. General Right of termination by re:spondelligent

Re:spondelligent may terminate the contract at any time with notice of 30 days by email to the appropriate email address as specified by the Customer. Already paid and still unused services or products will be refunded to the Customer.

11.3. Re:spondelligent's Right to terminate without notice
11.3.1.

If the Customer is in breach of contractual provisions (e.g., illegal use of the services and/or products from re:spondelligent) or if re:spondelligent has reason to believe that such a breach exists, re:spondelligent may, at its own discretion, terminate the Customer's continued contractual use of its services or products, suspend the use of the services in question or terminate the contract via e-mail to the Customer's e-mail address without notice.

11.3.2.

If re:spondelligent is threatened by reputational damage, if there is a danger to its own infrastructure, or if re:spondelligent or its appointed collection agency comes to the conclusion that the Customer is insolvent or that the Customer is not willing or able to pay bills from re:spondelligent on time, re:spondelligent will be entitled to suspend or terminate the use of its services to the Customer at its own discretion via e-mail to the Customer's e-mail address without notice.

11.3.3.

If re:spondelligent suspends or terminates service in this manner, the Customer will remain liable for full payment of the fees owed for this service. In the case of termination without notice by re:spondelligent as explained above, the Customer will be liable for all fees owed until termination of the contract as well as all additional costs incurred in connection with the termination without notice.

11.4. Customer's right to terminate without notice

The Customer can terminate the contract at any time without notice and demand that re:spondelligent stop providing all services. The payment obligation on the part of the Customer remains unaffected, i.e. outstanding fees to re:spondelligent will remain due. There will be no reimbursement for unused services or products. The termination notice must be sent by email.

11.5.

After termination of the contract, re:spondelligent may delete the Customer's data. The Customer is solely responsible for the timely backup of his data..

12. Other provisions

12.1. Contract changes
12.1.1.

Re:spondelligent will make every effort to keep its infrastructure up to date at all times. The Customer should take note that new technical developments, safety requirements and/or changes in the services supplied by re:spondelligent's contractual partners or in the software used by re:spondelligent can result in an expansion or contraction of its service offerings and thus influence the prices.

12.1.2.

Re:spondelligent reserves the right to modify, at any time, their contractual terms and conditions (including the GTC). The current version of the GTC is published on re:spondelligent's website, and is valid from the time of publication there. Any price increases or performance restrictions causing disadvantage to the Customer during the contract period will be communicated by re:spondelligent to the Customer in writing by e-mail to the Customer's email specified for that purpose. If the Customer does not

accept the changes, he is entitled to terminate the contract at the end of the month within 30 days from reception of the announcement of changes. Without such notice the changes will be regarded as approved by the Customer.

12.2.

Re:spondelligent will communicate contract-related information (such as the announcement of price changes) to the Customer at the e-mail address specified by the Customer for that purpose. The Customer bears the sole responsibility for ensuring that the stored Customer data (Customer name; billing contact etc..) remains up-to-date, complete and correct for the entire contract period. Re:spondelligent is not obliged to take into account any information other than the stored Customer data or to undertake its own investigations with a view to validating this data.

12.3.

Rights and obligations arising from the contract may only be transferred to a third party with the written consent of the other party. Excluded from this rule is the transfer of the contract of re:spondelligent to a legal successor or related company.

12.4

CET (Central European Time) will be used as the common time zone for interactions between the Customer and re:spondelligent.

12.5.

Disputes regarding these general business terms and conditions and anything else in connection with the contractual relationship between re:spondelligent and the Customer will be settled under Swiss law, to the exclusion of conflicting legal provisions and the provisions of the UN Convention (CISG).

12.6.

The exclusive venue of jurisdiction will be the ordinary courts at the domicile of re:spondelligent. Alternatively, re:spondelligent may proceed legally against the Customer at his domicile.

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