



## General Conditions (CG)

### 1 Application field

- a. These general conditions regulate the commercial relation between the clients and the WEBOLINO supplier and it is valid for the WEBOLINO services and products..

### 2 Confidentiality

- a. The supplier will treat all their clients with utmost discretion and will not divulge any information in relation to the client that could be harmful.

### 3 Functions

- a. Content and extension of every one of the functions will be deduced from the descriptions of services, which, together with the contract and the present <General Conditions> make the base between the client and the supplier..
- b. The supplier reserves the right to modify the services when necessary or for important motives.
- c. The supplier guarantees the client that the contract will be carefully carried out according to the stipulated functions. The guarantee also covers the service description.
- d. For the contract to be carried out, the supplier can use external suppliers or subcontractors.

### 4 Duration and Cancellation

- a. The contract is valid from the date stated in the contract. Unless stipulated, the contract will be extended indefinitely. It can be cancelled at any time on both sides by writing, in 30 days, as long as the contractual agreement or functional descriptions allow it.
- b. If a minimum duration is agreed and the client cancels the contract before the date stipulated in the contract, the debt to the supplier has to be paid for the remaining time.
- c. When cancelling in writing, it is sufficient by fax.

### 5 Renovation

- a. Minimum subscription of 12 months (will automatically prolong for a year)
- b. The time limit for cancellation is 30 days when the year's subscription is over.

### 6 Rights and obligation of the client

- a. The client has the right to present his services and offers according to the contract stipulated. He is responsible for the content and presentation. The client undertakes to respect the ethical rules and generally accepted in Internet. The client answers in full to the content and, in the case of the supplier being charged for the presentation, the client will have to pay for these costs.
- b. The client should check that his presentation does not contravene any laws. In particular those that extend to penal law, information protection law, and author protection laws, and similar protection rights.
- c. The client is responsible to take necessary measures to guarantee the flow of secure information. He is also responsible that the supplier has access to his system.
- d. Access code (password) and identification cannot be disclosed to third parties. If this happens, the supplier is authorised to cancel the contract immediately. Moreover, the supplier reserves the right to subsequent legal action.

### 7 Billing/Conditions/Method of Payment

- a. Accounts are made according to the services and conditions agreed. All prices are pre tax.
- b. Payment is made when a contract is closed. In case of delay in payments, the licence administrator reserves the right to demand a 7% interest on the outstanding amount and block the access to the use of services. To reinstate the system there is a transaction fee of 220 euros.

### 8 Responsibility

- a. The licence administrator does not guarantee uninterrupted system function nor functioning without nuisance on specific dates. He is not responsible for the necessary interruptions to solve any breakdowns, for inspections, or to introduce new technologies.
- b. The supplier does not guarantee the integrity nor the information data storage or transmitted via internet.
- c. The supplier does not accept responsibility for damage that third parties (incl. virus) can cause the client.
- d. Any responsibility for indirect damage such as lost earnings, third party claims, or damage caused by loss of production or data loss is excluded, except in the case of obligatory legal dispositions.
- e. The client is responsible for the content of his website. Therefore he cannot publish text or images that have an offensive, violent, racist or pornographic content.

### 9 Technical support

- a. The supplier guarantees electronic mail support info@webolino.info which can be activated filling out the internal support form which is disposable in your WEBOLINO system.

### 10 Backup (backup: security copies)

- a. The supplier guarantees a backup of the system content daily, for 5 working days, up to date.

### 11 Intellectual Property

- a. All rights regarding intellectual property with respect to the services and products of the suppliers, remain in power of the suppliers, or authorised third parties. If these rights correspond to third parties the supplier guarantees that the corresponding use and distribution is disposable.

### 12 Modification of the <General Conditions>

- a. The licence administrator will notify the client in advance of any changes to the <General Conditions> as with changes to the descriptions of services or price modification. The client can cancel the contract within a time limit. If there is no notification in writing within the time limit, it is considered that the modifications have been accepted.

### 13 Partial Nullity

- a. If one or various conditions of this contract are invalid or null, this will not affect the rest of the conditions. These will remain valid.

### 14 Jurisdiction (Foreign)

- a. The contract is subject to Swiss law.