

General Terms and Conditions

OPTEN AG

1. Scope and Applicability

- a) These General Terms and Conditions ("GTC") govern the conclusion, content, and execution of contracts for services provided by OPTEN AG ("OPTEN," "we," "Contractor") for customers ("Client").
- b) In the event of a conflict between an individual contract and these GTC, the individual contract shall take precedence. However, if the contract is unclear or incomplete, the provisions of the GTC shall apply.
- c) Acceptance of the offer by the Client constitutes acceptance of these GTC.
- d) Any general terms and conditions of the Client are hereby excluded.

2. Contract Conclusion

- a) OPTEN's offers are free of charge unless otherwise agreed.
- b) Offers are binding for the period specified by OPTEN, or for one month if no period is specified. OPTEN reserves the right to refuse any Client request without explanation.
- c) The contract is concluded upon Bexio confirmation from OPTEN.
- d) The offer, GTC, and project plan form part of the contract. Options are extensions of an active contract and expire upon its termination unless otherwise specified. Third-party services (e.g., domain services, hosting) are subject to third-party terms, with any additional costs borne by the Client.

3. Service Provision

- a) OPTEN provides services at its own facilities using its own materials (hardware/software).
- b) Services are provided according to the agreed schedule.
- c) OPTEN uses the latest technology and know-how.
- d) Regular updates on service provision are provided to the Client.
- e) OPTEN employs qualified staff and retains overall responsibility for service delivery.

4. Client Obligations

- a) The Client supports OPTEN by providing necessary assistance and adhering to deadlines.
- b) The Client provides all required documents, data, and access.
- c) The Client ensures the legal compliance of provided content, domain names, and third-party rights.
- d) Delivered work results must be reviewed by the Client within 10 days, with any defects reported in writing.
- e) Operating or promoting illegal content (e.g., adult sites, file-sharing) is prohibited.

- f) The Client must maintain the confidentiality of its web application and password.

5. Service Offers and Descriptions

- a) OPTEN provides services as per the offer/specifications and may engage domestic or foreign subcontractors.
- b) Software services are optimized for modern browsers and mobile devices, particularly iPhones.
- c) Domain and server settings are provided by Simple Hosting GmbH, with no direct client access unless explicitly requested.
- d) SEO success is not guaranteed.
- e) Additional charges apply for exceeding limits (e.g., hosting, email storage).

6. Fees

- a) Fees are in CHF, excluding VAT, with adjustments possible at any time.
- b) Fees are either fixed or time-based, invoiced monthly or upon project completion. Special terms apply for fees over CHF 100,000.
- c) Additional work is billed separately (e.g., support, training, installations).
- d) Payment is due within 30 days of invoicing.

7. Confidentiality

- a) All information exchanged remains confidential during and after the contract term.

8. Delays

- a) Late payments incur 5% interest and CHF 50 per reminder. OPTEN may request advance payment if necessary.

9. Intellectual Property Rights

- a) Copyrights remain with OPTEN, with usage rights transferred upon full payment.
- b) OPTEN's intellectual property is protected under Swiss law.
- c) Client-related publications require Client approval.

10. Contract Duration and Termination

- a) Contracts can be terminated with 90 days' notice at the end of any month, with extraordinary termination rights reserved for significant reasons.

11. Data Protection

- a) OPTEN processes personal data in accordance with applicable data protection laws. See Privacy Policy for more details.

12. Warranty

- a) OPTEN ensures careful and accurate service provision and will remedy any defects within 6 months.

13. Liability

- a) The Client is solely responsible for all content, actions, and data. OPTEN is liable only for direct damages caused by gross negligence or willful misconduct, excluding force majeure.

14. Changes

- a) OPTEN may adjust services and prices at any time. Clients may terminate services before changes take effect if adversely affected.

15. Severability Clause

- a) Invalid provisions shall be replaced with valid ones that best achieve the intended purpose.

16. Governing Law and Jurisdiction

- a) These GTC and all contracts are governed by Swiss law, with exclusive jurisdiction in Dübendorf, Switzerland.

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Attachements

- Privacy Policy: <https://www.opten.ch/de/policies/privacy-policy/>
- Order processing: <https://www.opten.ch/de/policies/order-processing/>