TREESOLUTION
SECURITY AWARENESS SINCE 2005

General Terms and Conditions

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1 Scope of Application

These General Terms and Conditions (GTC) apply to all business relationships between TreeSolution Security Awareness AG (hereinafter referred to as “TreeSolution”) and its business customers or partners (hereinafter collectively referred to as the “Customer”), unless expressly agreed otherwise.

Individual contractual agreements shall prevail over these GTC in the event of any inconsistency. Any business or purchasing terms and conditions stipulated by the Customer shall apply only where TreeSolution has expressly agreed to them.

TreeSolution may amend these GTC and shall notify the Customer in text form at least four weeks before the proposed effective date. If the Customer does not object within that period, the amendments shall be deemed accepted, to the extent permitted by applicable law. The notice of amendment shall expressly draw the Customer’s attention to the consequences of failing to object.

By accepting the offer, the Customer confirms that it has been given the opportunity to review the contractual terms and conditions made available to it and that it is duly authorised to place a legally binding order.

2 Services Offered

TreeSolution provides services, products and digital solutions, particularly in the following areas:

- Consulting and strategy development in information security, security awareness and information security culture
- Analysis, measurement and evaluation of information security culture
- Provision of digital learning platforms, e-learning courses and other training programmes
- Provision and conduct of phishing simulations and security awareness campaigns
- Development and provision of digital and printed training and communication materials
- Bespoke design and development of training content and other security awareness measures

The nature, scope and content of the services to be provided shall be determined by the respective contractual agreements and the associated service descriptions.

TreeSolution shall be entitled to modify, update or improve its products and services as part of ongoing technical and professional development, provided that such changes do not materially restrict the contractually agreed services.

Material changes shall require an appropriate contractual basis or the Customer’s consent.

3 Acceptance of the Offer and Conclusion of Contract

Offers issued by TreeSolution shall remain valid for 30 calendar days from the date of issue, unless a different validity period is specified in the respective offer.

A contract shall be concluded upon the Customer's unconditional acceptance of the offer within the specified validity period. Acceptance may be effected by signing the offer, submitting the corresponding order or providing confirmation by email, unless another form has been expressly agreed or is required by law.

By accepting the offer, the Customer agrees to the services, prices and contractual terms and conditions specified therein, including these GTC, provided that the GTC have been validly incorporated into the contract.

Any amendments or additions to the offer proposed by the Customer shall constitute a new offer and shall require TreeSolution's express acceptance.

4 Contractual Obligations of TreeSolution

TreeSolution undertakes to perform the contractually agreed services with due care, professional expertise and in accordance with recognised professional standards.

In providing consulting and support services, TreeSolution shall generally be obliged to exercise due care and professional diligence but shall not be required to achieve any particular economic or organisational outcome, unless expressly agreed otherwise. Any expressly agreed deliverables and service characteristics shall remain unaffected.

TreeSolution shall deploy appropriately qualified employees or external specialists to perform the services. The selection and assignment of personnel shall generally be at TreeSolution's discretion, unless otherwise agreed.

TreeSolution shall be entitled to implement the organisational and technical measures necessary for the proper performance of the contract within the agreed scope of services.

TreeSolution shall keep the Customer reasonably informed of the progress of individually agreed projects. Any additional reporting and documentation obligations shall be governed by the respective contractual agreements.

Statutory and contractually agreed warranty and liability provisions shall remain unaffected.

5 Customer's Obligations to Cooperate

The Customer undertakes to provide reasonable assistance to TreeSolution in the proper performance of the contractually agreed services.

To this end, the Customer shall provide all information, documents, data, access rights and other agreed resources necessary for the performance of the services in a timely, complete and accurate manner.

The Customer shall ensure that the necessary internal contact persons are available, required decisions are made in a timely manner and agreed cooperation obligations are fulfilled within the specified deadlines.

The Customer shall promptly inform TreeSolution of any circumstances or changes that may adversely affect or delay the proper performance of the services.

TreeSolution shall generally be entitled to rely on the accuracy and completeness of the information provided by the Customer, unless there are obvious discrepancies. Upon request, the Customer shall confirm the accuracy and completeness of such information.

If the Customer fails to fulfil its cooperation obligations, or fails to do so in a timely manner, any affected performance deadlines and scheduled dates shall be extended by a reasonable period, to the extent that the delay is attributable to such failure. TreeSolution shall not be liable for delays or restrictions in the provision of services to the extent that they are caused by the Customer's breach of its obligations and are not attributable to TreeSolution.

Any additional work arising from insufficient or delayed cooperation by the Customer shall be charged only with the Customer's prior express approval of the associated costs.

For recurring services, the agreed contract commencement date and billing commencement date shall generally remain unchanged where a delay in the provision of services is caused by the Customer's failure to cooperate, or delay in doing so. Any individual agreements to the contrary shall remain unaffected.

6 Deadlines and Commencement of Services

Dates and deadlines for the provision of the agreed services shall be mutually agreed between TreeSolution and the Customer. Appointments may be arranged in person, by telephone or by email.

Unless expressly agreed to be binding, specified service delivery dates and deadlines shall generally be regarded as non-binding planning estimates.

TreeSolution shall use reasonable endeavours to meet agreed deadlines. If delays become foreseeable, TreeSolution shall inform the Customer within a reasonable period and, where necessary, agree a revised date with the Customer.

Delays attributable to the Customer's insufficient or late cooperation shall result in a reasonable extension of the affected deadlines and scheduled dates. The provisions concerning the Customer's obligations to cooperate under Section 5 shall remain applicable.

Where a recurring service cannot be made available on the agreed date due to a delay attributable to TreeSolution, the commencement of the chargeable service period shall be postponed accordingly. Where delays result from the Customer's failure to cooperate, or delay in doing so, the agreed contract commencement date and billing commencement date shall generally remain unchanged.

Either Contracting Party shall be entitled to postpone individual scheduled appointments due to unforeseen circumstances beyond its reasonable control. The affected Party shall notify the other Party without undue delay and cooperate in arranging a reasonable alternative date.

The justified postponement of an individual appointment shall not automatically give rise to any claim for compensation. Mandatory statutory rights and claims arising from a culpable breach of contract shall remain unaffected.

7 Changes to Services

The Customer may request changes or additions to the agreed services during the term of the contract.

TreeSolution shall assess such requests, taking into account technical feasibility, the work involved, available resources, and economic and organisational reasonableness. The Customer shall have no entitlement to the implementation of requested changes unless otherwise agreed.

Where a requested change affects the scope of services, remuneration or agreed deadlines, TreeSolution shall inform the Customer of the material implications before implementing the change.

Changes that incur additional costs or require amendments to the agreed contractual terms shall become binding only upon the express agreement of both Contracting Parties. Such agreement may also be given by email, unless a stricter form is required by law or has been agreed between the Parties.

Until such agreement has been reached, the originally agreed scope of services shall remain applicable. TreeSolution shall not be obliged to provide additional or modified services before such agreement has been concluded.

Technical and functional enhancements to existing products and services that do not materially restrict the contractually agreed services shall remain permissible in accordance with Section 2.

8 Engagement of Third Parties

TreeSolution shall be entitled to engage suitable third parties, including subcontractors, external specialists and technical service providers, to perform the contractually agreed services, unless otherwise agreed.

TreeSolution shall ensure that any third parties engaged are required to comply with the contractual obligations relevant to their respective activities, particularly those relating to confidentiality, data protection and information security.

TreeSolution shall remain responsible to the Customer for the proper performance of the contractually agreed services. Statutory and contractually agreed liability provisions shall remain unaffected.

Where third parties engaged by TreeSolution process personal data on behalf of the Customer, their engagement and the associated rights and obligations shall be governed by applicable data protection law and the agreed Data Processing Agreement (DPA).

The provisions concerning data storage locations and data processing set out in Section 13 shall remain applicable.

9 Remuneration, Expenses, and Taxes

9.1 Remuneration

The remuneration payable for TreeSolution's services shall be determined by the prices and billing arrangements specified in the relevant offer or individual contractual agreement.

Unless otherwise agreed, remuneration shall be calculated on the basis of time spent, agreed fixed fees, or recurring licence and subscription fees.

9.2 Price Adjustments for Recurring Services

TreeSolution shall be entitled to adjust the remuneration for recurring services, including subscriptions, platform licences and hosting services, by a maximum of 4% of the most recently applicable annual remuneration at the beginning of a new contract year.

Price adjustments shall not be automatic but may be made at TreeSolution's discretion, taking into account general cost developments, particularly personnel, operating, infrastructure and service provision costs.

During an expressly agreed fixed-price period, the agreed prices shall remain unchanged. Individually agreed special prices and price guarantees shall take precedence for their respective agreed periods.

Any price adjustment shall be shown on the annual invoice for the new contract year. No separate advance notification is provided for under this contractual provision. Any information, consent or termination rights required by law shall remain unaffected.

9.3 Multi-Year Contracts and Subsequent Contract Periods

For multi-year contracts with an agreed term-based discount, the agreed prices shall remain unchanged throughout the originally agreed fixed-price period.

Upon expiry of the originally agreed multi-year contract term, the remuneration for the first subsequent contract year shall be calculated on the basis of the list price applicable at that time, while retaining the originally agreed percentage term-based discount, unless otherwise individually agreed.

For further annual renewal periods, TreeSolution may adjust the most recently applicable annual remuneration by a maximum of 4% per contract year in accordance with Section 9.2. The originally agreed term-based discount shall continue to be taken into account.

The provisions governing contract terms, automatic renewals and termination under Section 18 shall remain applicable.

9.4 Expenses and Disbursements

Expenses and other disbursements shall not be included in the agreed remuneration unless otherwise agreed.

They shall be invoiced to the Customer at their actual cost or at expressly agreed rates. Any additional chargeable services or expenses not already covered by the contract shall require the Customer's prior express approval.

9.5 Taxes and Statutory Charges

Unless expressly stated otherwise, all prices are exclusive of applicable value added tax (VAT) and any other statutory charges.

The VAT treatment of cross-border services provided to businesses established abroad shall be governed by the applicable statutory provisions.

Where the reverse charge mechanism applies, liability for accounting for and paying VAT shall pass to the recipient of the services. In such cases, the Customer shall be responsible for correctly declaring and remitting the VAT due in accordance with the laws of its country.

10 Invoicing

10.1 Invoicing

TreeSolution shall be entitled to invoice the contractually agreed services in accordance with the agreed payment and billing arrangements.

Unless otherwise agreed, invoices shall be issued upon placement of the order for one-off services, annually in advance for recurring services, and in accordance with the agreed project or payment milestones for project-based services.

TreeSolution shall be entitled to issue interim invoices for services already performed.

10.2 Payment Terms

Invoices shall be due for payment without deduction within 20 calendar days of the invoice date, unless a different payment period has been expressly agreed. The early payment discount provisions under Section 10.3 shall remain applicable.

10.3 Early Payment Discount

If TreeSolution receives payment of the invoice amount less an early payment discount of 2.5% within 14 calendar days of the Customer's receipt of the invoice, the Customer shall be entitled to that discount, unless otherwise agreed.

The date on which the funds are credited to TreeSolution's bank account shall determine whether the early payment discount period has been met.

10.4 Late Payment and Payment Reminders

In the event of late payment, TreeSolution shall be entitled to remind the Customer of the outstanding amount in writing or by email.

The first payment reminder shall be issued free of charge. TreeSolution shall not impose any fixed reminder fees.

In the event of late payment, TreeSolution shall be entitled to claim default interest at a rate of 5% per annum in accordance with the applicable statutory provisions. Under its standard payment reminder procedure, TreeSolution shall claim default interest no earlier than with the second payment reminder.

TreeSolution's statutory rights and remedies in the event of late payment shall remain unaffected.

10.5 Material Payment Default

In the event of a material payment default, TreeSolution may require the Customer, in writing or by email, to settle the outstanding amount within an additional period of 14 calendar days and notify the Customer that failure to do so may result in extraordinary termination of the contract.

If the Customer fails to make payment within this additional period, TreeSolution shall be entitled to terminate the affected contract for cause, subject to the applicable statutory and contractual requirements.

Any amounts already due and payable, together with remuneration for services already performed, shall remain payable. Any further statutory rights and remedies shall remain unaffected.

This provision shall not establish any right for TreeSolution unilaterally to suspend or discontinue ongoing services solely on the grounds of payment default.

11 Copyright and Rights of Use

11.1 Rights to Products and Services

All copyrights and other intellectual property rights in products, platforms, software solutions, concepts, methodologies, training content, e-learning courses and other materials developed or provided by TreeSolution shall remain vested in TreeSolution or the respective rights holders, unless expressly agreed otherwise.

11.2 Customer's Rights of Use

TreeSolution shall grant the Customer the non-exclusive and non-transferable rights of use necessary for the intended use of the products and services within the contractually agreed scope.

For services provided for a limited period, particularly subscriptions and platform licences, such rights of use shall generally apply for the agreed contract term.

For materials purchased on a one-off basis or individually developed materials, the nature, scope and duration of the rights of use shall be governed by the respective contractual agreement.

11.3 Distribution and Reproduction

Any distribution, publication, reproduction, modification or commercial exploitation of the materials provided beyond the contractually agreed scope of use shall require the prior consent of TreeSolution or the respective rights holder.

The use and provision of training content within the Customer's organisation in accordance with the contract, as well as any expressly agreed forms of use, shall remain unaffected.

11.4 Individually Developed Services

The rights of use granted in respect of content, training materials or other deliverables developed specifically for the Customer shall be governed by the respective contractual agreement.

Any assignment of copyright or grant of exclusive rights of use shall require an express agreement.

11.5 Rights to Customer Materials

Content, data, trademarks, logos and other protected materials provided by the Customer shall remain the property of, or subject to the rights held by, the Customer or the respective rights holders.

The Customer shall grant TreeSolution the rights of use necessary for the performance of the contractually agreed services and shall ensure that it is entitled to grant such rights.

11.6 Third-Party Rights

Where third-party products, content or technologies are used in the performance of the services, the intellectual property rights and rights of use of the respective third parties shall remain unaffected.

The use of such products, content or technologies shall be subject to the applicable licence terms and conditions validly agreed between the relevant parties.

12 Confidentiality

12.1 Confidential Information

The Contracting Parties mutually undertake to treat all confidential information received from the other Party in the course of their business relationship as confidential and to protect such information against unauthorised access, use and disclosure.

Confidential information shall include, in particular, business, operational, technical, financial and organisational information, as well as non-public product information, concepts, methodologies, pricing arrangements and security-related information.

Information need not be expressly marked as confidential where its confidential nature is apparent from its content or the circumstances of its disclosure.

12.2 Use and Disclosure

Confidential information shall be used exclusively for the performance of contractual obligations or the conduct of the agreed business relationship.

Disclosure to employees, external specialists, subcontractors or other persons involved in the performance of the contract shall be permitted only to the extent that such persons require the information for their respective activities and are subject to appropriate confidentiality obligations.

The Contracting Parties shall exercise at least the same degree of care in protecting confidential information as they apply to their own comparable information, and in any event no less than a reasonable degree of care.

12.3 Exceptions

The confidentiality obligations shall not apply to information that:

a. was lawfully known to the receiving Party before disclosure and was not subject to any confidentiality obligation;

b. is publicly available or becomes publicly available without any breach of a confidentiality obligation;

c. is lawfully obtained by the receiving Party from an authorised third party without any confidentiality obligation;

d. was independently developed by the receiving Party without the use of confidential information; or

e. must be disclosed pursuant to applicable law or a binding order issued by a competent authority or court.

Where disclosure is required by law or by an authority, the affected Party shall inform the other Contracting Party in advance, to the extent legally permissible and reasonably practicable.

12.4 Duration of Confidentiality Obligations

The confidentiality obligations shall apply throughout the entire contract term and shall continue for a further three years following termination or expiry of the contract.

Trade secrets protected by law, personal data and information subject to more extensive statutory or expressly agreed confidentiality obligations shall remain protected in accordance with those provisions.

12.5 Data Protection and Special Agreements

Obligations arising under applicable data protection law and any Data Processing Agreement (DPA) concluded between the Parties shall remain unaffected.

Any additional confidentiality agreements between the Parties shall take precedence within their respective scope of application.

13 Data Storage Locations and Data Protection

13.1 Data Storage Locations and Processing

TreeSolution generally stores and processes Customer data relating to its contractually agreed product platforms on servers located in Switzerland.

For supplementary business processes, particularly marketing communications and the handling of support enquiries, external service providers may be engaged to process business contact information, such as email addresses, company affiliations and, where applicable, professional roles.

Such data processing may also take place outside Switzerland, provided that the applicable data protection requirements are complied with.

13.2 Data Processing on Behalf of the Customer

Where TreeSolution processes personal data on behalf of the Customer, the respective rights and obligations shall be governed by the agreed Data Processing Agreement (DPA) and the applicable statutory provisions.

In the event of any inconsistency between these GTC and the DPA, the provisions of the DPA shall take precedence in matters relating to the processing of personal data on behalf of the Customer.

13.3 Technical and Organisational Measures

TreeSolution shall implement appropriate technical and organisational measures to protect data processed in the course of performing its contractual obligations.

The specifically agreed security requirements and measures shall be set out in the DPA and the applicable Technical and Organisational Measures (TOMs).

13.4 Sub-processors

The engagement of sub-processors and the associated information, authorisation and monitoring obligations shall be governed by applicable data protection law and the agreed DPA.

13.5 Termination or Expiry of the Contract

Following termination or expiry of the contract, the return, provision, retention and deletion of Customer data shall be governed by the agreed DPA and the applicable statutory provisions.

Regular access to the contractually provided platforms shall generally cease upon termination or expiry of the contract, unless otherwise agreed. Any statutory or contractually agreed obligations relating to the return or provision of data shall remain unaffected.

14 Retention and Return of Documents

14.1 Retention and Use

TreeSolution shall exercise reasonable care in handling documents, information and other materials provided by the Customer in connection with the performance of the contract.

Such documents, information and materials shall be used exclusively for the performance of the contractually agreed services or where required by law or otherwise justified by a lawful basis.

14.2 Return and Deletion

Upon termination or expiry of the contract, documents and materials provided by the Customer shall, at the Customer's request, be returned or, where legally permissible and agreed, deleted or destroyed.

Statutory retention obligations and legitimate retention interests shall remain unaffected to the extent permitted by law.

The return and deletion of personal data processed by TreeSolution on behalf of the Customer shall be governed by the agreed Data Processing Agreement (DPA) and the applicable statutory provisions.

14.3 Right of Retention

TreeSolution may exercise any statutory rights of retention in respect of documents, provided that the applicable legal requirements are met.

No right of retention shall apply where its exercise would violate mandatory statutory obligations or binding obligations concerning the return or deletion of personal data.

TreeSolution's rights to pursue outstanding payment claims shall remain unaffected.

15 Warranty

15.1 General Warranty

TreeSolution shall perform the contractually agreed services with due care and in accordance with the agreed service descriptions.

A defect shall exist where a service provided does not conform to the contractually agreed characteristics or requirements.

TreeSolution shall remedy, free of charge, any justified defects attributable to its area of responsibility, in accordance with its contractual and statutory warranty obligations.

15.2 Acceptance of Individually Developed Deliverables

For individually developed deliverables for which acceptance has been agreed or is required by the nature of the service, the Customer shall be given an opportunity to inspect the deliverables upon completion.

The Customer shall inspect the deliverables within four weeks of their provision and notify TreeSolution in text form of any defects identified within that period.

Where defects are identified and reported within the specified period, acceptance shall take place only after the defects have been remedied or in accordance with the provisions set out below.

Applicable statutory provisions concerning the inspection, notification of defects and acceptance of deliverables shall remain unaffected.

15.3 Rectification and Reinspection

TreeSolution shall remedy justified defects within a reasonable period, taking into account, in particular, the severity of the defect, its impact on use and the technical effort required.

Following notification that a defect has been remedied, the Customer shall reinspect the corrected functions and any functions directly affected by the rectification within 14 calendar days.

If no further defects relating to the corrected or directly affected functions are reported within that period, those functions shall be deemed accepted, to the extent permitted by law.

Deliverables or components already accepted or not affected by the rectification shall not be subject to reinspection.

15.4 Warranty Period for Individually Developed Deliverables

For individually developed deliverables subject to acceptance, a contractual warranty period of twelve months from final acceptance shall apply, to the extent permitted by law.

Rectification of a defect shall not automatically result in the commencement of a new warranty period.

Mandatory statutory limitation periods and warranty rights shall remain unaffected.

15.5 Notification of Defects During the Warranty Period

The Customer shall, wherever possible, notify TreeSolution in text form of any defects identified during the warranty period within 14 calendar days of their discovery and provide a reasonable description of such defects.

Failure to comply with this contractual notification period shall not automatically result in the loss of warranty rights. Applicable statutory inspection and notification obligations shall remain unaffected.

15.6 Recurring Services

For recurring services, particularly subscriptions, platform licences and hosting services, TreeSolution warrants that the agreed services shall be provided in accordance with the contract throughout the contract term.

Justified defects shall be remedied free of charge within a reasonable period.

A specific percentage availability level or fixed support response time shall be owed only where expressly agreed in the contract.

Necessary maintenance work, technical updates and temporary technical restrictions shall remain permissible within the scope of the contractual agreements.

15.7 Exclusions and Additional Work

The obligation to remedy defects free of charge shall cover defects attributable to TreeSolution or to persons engaged by TreeSolution to perform its contractual obligations.

Defects or disruptions caused exclusively by improper use by the Customer, unauthorised modifications or third parties independently engaged by the Customer shall generally fall outside the scope of free defect rectification, provided that TreeSolution is not responsible for them.

If it is established that a reported disruption is not covered by the warranty, TreeSolution shall inform the Customer of the cause and the anticipated additional work involved.

Any chargeable fault analysis or rectification shall be undertaken only with the Customer's prior express approval of the associated costs.

15.8 Unsuccessful Rectification of Defects

TreeSolution shall initially be entitled to remedy a justified defect within a reasonable period by rectification or by providing an equivalent replacement service that conforms to the contract, provided that this is reasonable for the Customer and legally permissible.

If rectification fails, is refused or is not carried out within a reasonable period, the Customer may exercise its rights under the applicable statutory provisions.

Such rights may include, where the relevant statutory requirements are met, an appropriate reduction in remuneration or termination or rescission of the affected contract.

15.9 Damages and Statutory Rights

Claims for damages shall be governed by the applicable statutory provisions and the contractual liability provisions set out in Section 16.

Mandatory statutory warranty rights, limitation periods and other statutory claims that may not lawfully be restricted shall remain unaffected.

16 Liability

16.1 General Liability

TreeSolution shall be liable for damage arising from breaches of contractual obligations in accordance with the following provisions and applicable law.

16.2 Wilful Misconduct and Gross Negligence

TreeSolution's liability for damage caused by wilful misconduct or gross negligence shall remain unlimited to the extent that any exclusion or limitation of liability is prohibited by law.

This shall also apply to liability for auxiliaries and persons engaged to perform contractual obligations, to the extent that such liability cannot lawfully be limited under applicable law.

16.3 Slight Negligence

In the event of a slightly negligent breach of material contractual obligations, TreeSolution shall be liable for damage that is typical of the contract and foreseeable at the time of its conclusion.

Material contractual obligations are obligations whose fulfilment is essential to the proper performance of the contract and upon whose observance the Customer may reasonably rely.

In all other respects, liability for damage caused by slight negligence shall be excluded to the extent permitted by law.

16.4 Indirect and Consequential Loss

The foregoing limitations of liability shall apply to indirect and consequential loss, including, in particular, loss of profit, business interruptions and data loss.

Any limitation of liability shall apply only to the extent permitted by applicable law and provided that it does not unlawfully restrict expressly assumed contractual obligations.

16.5 Customer's Area of Responsibility

The Customer shall be responsible for the proper use of the products and services provided and for fulfilling its contractually agreed obligations to cooperate.

TreeSolution shall not be liable for damage to the extent that it is caused exclusively by improper use, inaccurate or incomplete information provided by the Customer, unauthorised modifications made by the Customer, or third parties acting outside TreeSolution's area of responsibility.

Any contributory responsibility on the part of TreeSolution shall remain unaffected.

16.6 No Guarantee of Specific Security or Business Outcomes

Unless expressly agreed otherwise, TreeSolution does not guarantee that the use of its consulting services, training programmes, security awareness platforms or phishing simulations will prevent all information security incidents or achieve specific economic, organisational or behavioural outcomes.

TreeSolution's obligation to perform the contractually agreed services and to provide any expressly agreed service characteristics shall remain unaffected.

16.7 Data Protection and Mandatory Liability

Mandatory statutory liability provisions, particularly those relating to wilful misconduct or gross negligence, personal injury and mandatory product liability law, shall remain unaffected.

Statutory data protection obligations and expressly agreed obligations under a Data Processing Agreement (DPA) shall remain in force.

Any limitation of liability shall apply only to the extent permitted by law and provided that no overriding individual contractual agreement stipulates otherwise.

17 Force Majeure

17.1 Definition and Requirements

Neither Contracting Party shall be liable for delays in, or failure to perform, its contractual obligations to the extent that such delays or failure are directly caused by an event of force majeure beyond its reasonable control, the effects of which could not have been prevented or overcome despite reasonable precautionary measures.

Events of force majeure shall include, in particular, natural disasters, epidemics and pandemics, war, terrorist attacks, significant political unrest, and government orders or measures, provided that the aforementioned requirements are met.

17.2 Obligation to Notify

The affected Contracting Party shall inform the other Party in text form as soon as possible of the event, its anticipated effects on the performance of contractual obligations and, where reasonably ascertainable, its expected duration.

17.3 Effects on the Performance of Services

The affected contractual obligations shall be suspended for the duration of the disruption caused by the event and for a reasonable period required to resume operations, to the extent and for as long as their performance is actually prevented.

Contractual obligations not affected by the event shall remain in force.

The affected Party shall take reasonable and practicable measures to mitigate the effects of the force majeure event and shall resume performance as soon as possible after the disruption has ceased.

17.4 Prolonged Force Majeure Events

Where a force majeure event continues for an extended period and materially affects the performance of the contractually agreed services, the Parties shall consult with one another regarding an appropriate continuation or adjustment of the contract.

Statutory and expressly agreed rights of termination shall remain unaffected.

17.5 Exclusions

Ordinary technical failures, avoidable operational interruptions, staff shortages and financial difficulties experienced by either Contracting Party shall not, in themselves, constitute force majeure.

Payment obligations that arose and became due before the occurrence of the event shall remain unaffected. Entitlements to remuneration and any refunds relating to services not performed shall be governed by the applicable statutory and contractual provisions.

18 Termination of the Contract

18.1 General Provisions

Contracts with TreeSolution shall terminate upon full performance of the agreed services, upon expiry of an agreed contract term without renewal, or upon valid termination.

One-off and project-based services shall be subject to the individually agreed contractual terms and applicable statutory provisions.

Where no specific contract term or termination provisions have been agreed for a contractual relationship that is subject to termination, and no more specific provision of these GTC applies, the contractual relationship may be terminated by giving 60 calendar days' notice, effective at the end of a calendar month.

18.2 Recurring Services and Subscriptions

Recurring services, including subscriptions, platform licences and hosting services, shall be subject to the individually agreed contract terms.

Irrespective of an originally agreed multi-year contract term, the Customer may terminate such a contractual relationship by giving 60 calendar days' notice, effective at the end of any contract year, unless otherwise individually agreed.

A contract year shall commence on the agreed contract commencement date or its annual anniversary.

18.3 Early Termination of Multi-Year Subscriptions

Where a term-based discount has been granted for a multi-year subscription on the basis of the originally agreed contract term, and the Customer terminates the subscription by giving ordinary notice before the expiry of that original term, the remuneration for the period during which the subscription was actually used shall be recalculated.

The recalculation shall be based on the list prices and contract-term conditions applicable at the time of the original conclusion of the contract for the period actually used.

Payments already made shall be credited against the recalculated remuneration. Any resulting additional amount payable by the Customer shall be invoiced and paid in accordance with the payment terms set out in Section 10.2.

The recalculation shall relate exclusively to the originally granted term-based discount that is no longer justified by the shortened contract term.

18.4 Exceptions to Recalculation

No recalculation of the term-based discount shall be made where the Customer lawfully terminates the contract for cause due to a material breach of contract attributable to TreeSolution.

Any recalculation following lawful termination for cause by TreeSolution due to a material breach of contract by the Customer shall be governed by Section 18.7.

Mandatory statutory termination rights and claims for damages shall remain unaffected.

18.5 Automatic Contract Renewal

Unless a subscription is terminated within the applicable notice period, it shall automatically renew for a further contract year upon expiry of the relevant contract year or the originally agreed multi-year contract term.

Following expiry of the originally agreed multi-year contract term, the remuneration for the first subsequent contract year shall be calculated on the basis of the list price applicable at that time, while retaining the originally agreed percentage term-based discount.

For subsequent annual renewals, TreeSolution may adjust the most recently applicable annual remuneration by a maximum of 4% per contract year in accordance with Section 9.2.

Individually agreed special conditions and price guarantees shall remain applicable for their respective agreed periods.

Each subsequent annual contract period shall remain subject to an ordinary termination notice period of 60 calendar days, effective at the end of the contract year.

18.6 Termination for Cause

Either Contracting Party shall be entitled to terminate the contract for cause where, taking into account the circumstances of the individual case, it can no longer reasonably be expected to continue the contractual relationship.

Where a material breach of contract is capable of remedy, the Party in breach shall generally first be granted a reasonable period in which to remedy the breach, insofar as this is reasonable in the circumstances.

Mandatory statutory rights to terminate a contract at any time or with immediate effect shall remain unaffected.

18.7 Termination for Cause Due to Payment Default

In the event of a material payment default by the Customer, TreeSolution shall be entitled to require the Customer, in writing or by email, to settle the outstanding amount within an additional period of 14 calendar days.

Such notice shall expressly refer to the possibility of termination for cause if payment is not made within the additional period.

If the Customer fails to make payment in accordance with the contract within that period, TreeSolution may terminate the affected contract for cause, provided that the applicable statutory and contractual requirements are met.

Where TreeSolution lawfully terminates a multi-year subscription for cause due to a material payment default by the Customer, the originally granted term-based discount may be recalculated in accordance with Section 18.3, to the extent permitted by law.

18.8 Financial Consequences of Termination

Remuneration claims that have arisen and become due by the effective date of termination, together with claims for services already performed, shall remain payable.

Termination for cause shall not automatically result in the immediate payment becoming due of all remuneration for services not yet performed up to the originally scheduled expiry of the contract.

Any claims for reimbursement and further statutory claims for damages shall be governed by the applicable statutory and contractual provisions.

Where a subscription is terminated by ordinary notice effective at the end of a contract year, the Customer shall generally not be entitled to a pro rata refund of remuneration owed for services duly performed during that contract year.

18.9 Form of Termination Notice

Notices of termination must be given in text form. Notice by email shall be sufficient unless a stricter form is required by law or has been individually agreed.

Compliance with the applicable notice period shall be determined by the date on which the notice of termination is received by the other Contracting Party.

18.10 Access Rights and Data Following Termination

Upon the effective termination of a subscription, the contractual right to use the relevant platforms and services shall generally cease.

The return, provision, retention and deletion of Customer data shall be governed by the contractual agreements, particularly the Data Processing Agreement (DPA), and the applicable statutory provisions.

19 Data Protection

19.1 Compliance with Data Protection Regulations

TreeSolution shall process personal data in compliance with the applicable data protection laws and regulations, in particular the Swiss Federal Act on Data Protection (FADP) and, where applicable, the European Union General Data Protection Regulation (GDPR).

19.2 Processing of Personal Data

TreeSolution shall process personal data in connection with the performance of its contractual obligations and for other lawful business purposes, particularly customer support, business administration and communications, provided that an appropriate legal basis exists for such processing.

19.3 Data Processing on Behalf of the Customer

Where TreeSolution processes personal data on behalf of the Customer, the respective rights and obligations shall be governed by the agreed Data Processing Agreement (DPA).

The provisions concerning data storage locations, data security and sub-processors set out in Section 13 shall remain unaffected.

19.4 Privacy Policy

Further information regarding the processing of personal data by TreeSolution in its capacity as an independent data controller, as well as the rights of data subjects, shall be provided in TreeSolution's applicable Privacy Policy.

The Privacy Policy is available at:

https://www.treesolution.com/impressum-datenschutz

The Privacy Policy serves to fulfil the applicable data protection information obligations. Any additional contractual agreements and statutory obligations shall remain unaffected.

20 Severability

Should any provision of these GTC be or become wholly or partially invalid, unlawful or unenforceable, the validity of the remaining provisions shall remain unaffected, to the extent permitted by law.

The applicable statutory provisions shall apply in place of any invalid or unenforceable provision.

Where necessary, the Contracting Parties shall endeavour to agree upon a legally permissible replacement provision that reflects as closely as possible the original economic purpose of the affected provision.

The same shall apply to any gaps in these GTC.

21 Governing Law and Jurisdiction

21.1 Governing Law

All contractual relationships between TreeSolution and the Customer, as well as any disputes arising from or in connection with such relationships, shall be governed exclusively by the substantive laws of Switzerland, excluding its conflict-of-law rules.

The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

21.2 Jurisdiction

The courts at the registered office of TreeSolution Security Awareness AG in Switzerland shall have exclusive jurisdiction over any disputes arising from or in connection with the contractual relationships between TreeSolution and the Customer, unless mandatory statutory provisions governing jurisdiction provide otherwise.