

General Terms and Conditions of OneExpatservices Ltd. Liab. Co.

1 General formation of contract

These General Conditions apply for the use of all services rendered and products delivered by OneExpatservices Ltd- Liab. Co. (herein referred to as "provider") to the customer. Any other rules and regulations only apply if they have been agreed to in writing between the provider and customer.

Any other special or general contractual terms which are contradicting or are not in line with these General Terms and Conditions are not accepted by the provider and do not apply to the business relationship between the provider and the customer.

2 Conclusion of Contract

The contract between the customer and provider is concluded by either informal agreement or verbally by using the provider's services. The volume and content of it results from the existing General Terms and Conditions of the provider and any other individually drawn agreements respectively.

3 Activities of the provider

The provider renders services thoroughly and to its best knowledge.

The provider has at any point in time the right to change the way of delivering the services, price, terms of purchase and data provider or any other third-party provider for its services rendered, and to completely refuse services in case of delay of payment or any other breach of duty.

All prices are quoted in Swiss Francs (CHF).

4 Responsibilities of the customer

The customer is obliged to pay the agreed upon amount.

The customer is responsible to meet all provisions so that the provider can render the services agreed. Depending on the circumstances this may involve the provision of appropriate and correct information and supporting documentation.

The customer especially obliges to not make use of the documents provided, particularly calculation sheets, by the provider for any other purposes than originally intended and designated or to alternatively utilise the said documents.

5 Liability

The provider strives to offer services to the highest professional degree. However, the provider is not liable for any statements and information given in adverts and offers. The provider does not guarantee to achieve the designated objective. She only ensures to deliver the services agreed upon according to the usual industry standards.

The provider does not accept any liability or warranty claims which may be a result of the services rendered with the customer as long as it does not constitute any simple or middle act of negligence on its behalf.

The provider is only liable for damage to the customer caused by deliberate or grossly negligent manner. Any liability for secondary damage and indirect or collateral damage is excluded fully.

6 Intellectual Property

Any of the content provided through the services rendered are protected by copyright. The usage and payment of the services rendered does not imply the transfer of intellectual property rights. In particular, the customer does not have the right to use the documents provided in any other way whatsoever than for the originally designated purpose.

7 Data protection

The provider takes on all reasonable efforts to protect the stored data. Any access to such stored data by third parties of the provider or any other contractual partner of the provider does however not lead to any liability on behalf of the provider and its contractual partners.

The provider uses customer related data including any other information provided by the customer directly to the provider only for the contractual and legal fulfilment of the agreed upon services and maintenance of the business relationship as well as submission of offers.

The customer fully accepts the storage and utilisation of their data by the provider. The customer can at any point in time prohibit the usage and handling of their data for marketing purposes.

8 Invoicing, Payment Terms and Payment Delays

The customer is obliged to pay all invoices in full.

The provider has the right to provide services only if payment is made in advance.

The customer is obliged to pay the amount owed within latest 30 days of receipt of invoice. If the amount owed is not received within the agreed upon payment terms, the customer has to pay interest on late payments as of day one without any prior notification. The interest on late payments is 5%.

9 Applicable legislation and Place of Jurisdiction

The General terms and legal relationship between the customer and provider are governed and construed in accordance with the laws of Switzerland. Any dispute between the customer and provider shall be decided by the jurisdiction of the competent court in Lucerne, Switzerland.