

General conditions of Poli Systems

1. Birth of the contract validity of general conditions

1.1 In These General Conditions (hereinafter: "GC") regulate the reciprocal rights and obligations of Poli Systems and its client (hereinafter: "the client"). A contractual relationship regarding the use of Poli Systems services arises when Poli Systems accepts an order from the customer.

1.2 If the customer's order is placed using the form on the Poli Systems website or by other electronic means, it is considered that the order commits the customer until Poli Systems accepts or declines it.

1.3 These GC serve as a contractual basis and apply even if it is not expressly referred to in all contracts between the parties. Any conditions of sale and purchase of the customer are deemed to be excluded. Any agreement deviating from these CG must be in written form, including if it is intended to derogate from this written form requirement.

1.4 The divergent regulations contained in individual contracts between the parties take precedence over these GC.

2. Scope of Poli Systems services and performance obligations

2.1 Poli Systems offers all kinds of Internet and telecommunications services and makes them available as part of its contract with the customer and available operating resources.

2.2 Poli Systems obligation to provide services (hereinafter also "Poli Systems services") complies with the descriptions of Poli Systems services as well as with the contracts concluded with the client.

2.3 The Internet is a global system of independent, interconnected networks and computers. Poli Systems only has an influence on the systems in its network and therefore cannot guarantee faultless services.

2.4 Poli Systems has the right to modify the services as well as these GC if it seems practical and judicious for technical reasons or in consideration of market developments, and if this does not unduly affect the interests of the client in particular the proportionality between the service and the consideration. The modifications to the GTC come into force for the client from the moment they are communicated or published, unless the client objects in writing within seven calendar days. In this case, the customer has the right to terminate his contracts with Poli Systems by respecting the contractual notice.

2.5 Poli Systems strives to ensure permanent availability of its infrastructure (server, website, etc.). In the event of unexpected system failures or for maintenance purposes, Poli Systems may at any time restrict the availability of its services or suspend it for an indefinite period without notice.

2.6 Insofar as Poli Systems provides free services, these can be interrupted at any time and without prior warning. This does not result in any right to a reduction, a refund or damages.

2.7 Poli Systems has the right to use third party suppliers and sub-contractors for the proper performance of the contract.

2.8 In the event of late delivery and delay in services due to force majeure or other events which considerably hamper Poli Systems or make it impossible to provide the service - in particular strikes, lockouts, decisions of the authorities, failures of communication networks or gateways of other operators, even if this failure occurs with suppliers or subcontractors of Poli Systems, or with subcontractors of its subcontractors, or even with Subnode Intermediate Operators (POPs) Authorized by Poli Systems - Poli Systems has the right to postpone the delivery or the provision of services due to the duration of the event, adding a reasonable restart time. If such events continue without interruption for more than three weeks, Poli Systems has the right to terminate the contract without notice.

3. Customer obligations

3.1 Depending on the scope of Poli Systems services, close collaboration may be necessary between Poli Systems and the customer. In this case, intermediate objectives and reciprocal obligations of cooperation and acceptance of the works will be defined by individual contract. If the customer does not fulfill these reception and cooperation obligations, Poli Systems is released from the obligation to continue providing services to it. After sending a warning to the customer, Poli Systems can further invoice the costs incurred up to that point, the payment of which will become due immediately.

3.2 The customer undertakes to use the Poli Systems services in a correct manner. In particular, he must:

- a) communicate to Poli Systems the required information concerning the existing technical equipment intended for the use of the services
- b) fulfill the conditions set by the authorities and ensure that they obtain, if and when necessary, authorizations from them for the use of Poli Systems services;
- c) immediately notify Poli Systems of identifiable faults or damage (notice of fault) and take all measures that can reasonably be expected of it to enable the faults or damage to be ascertained, as well as their origin, or to facilitate and speed up the repair;
- d) indemnify Poli Systems for its expenses related to the verification of its own infrastructure if it turns out, after this verification, that it was the customer who caused the fault intentionally or through gross negligence, or that the fault was caused of his area of responsibility and that he showed gross negligence in not detecting the defect;
- e) notify Poli Systems within one month of the following circumstances:
 - any change in customer contact details relating to his person or enterprise
 - for legal communities: membership or withdrawal of people
 - any other factual or legal circumstance having or which could have a significant influence on the contract with Poli Systems.

3.3 In the event of an infringement of points 3.1 and 3.2 and after having sent the customer a warning which has remained unsuccessful, Poli Systems has the right to terminate the contractual relationship without notice.

3.4 The customer is responsible for the hardware and software components of his terminal devices (in particular programs, licenses and configuration). Poli Systems does not guarantee that its services will function flawlessly on terminal devices that are insufficiently equipped with the customer.

3.5 The customer agrees to always strictly observe the Conditions of Use of Poli Systems when using the Poli Systems services. These are available at www.PoliSystems.ch.

4. Liability for Internet content and the transmission or calling of data

4.1 The customer responds to the way he uses Poli Systems services, in particular the content of his Internet pages. In particular, he must fulfill the following obligations:

- a) not to consult or offer content that is illegal or contrary to good morals, or to refer to such content offered by third parties, by links or in any other way;
- b) comply with the laws in force prohibiting the dissemination of content that is illegal, contrary to morality, or that is likely to constitute a moral hazard for young people; to this end, in particular, care must be taken, by means of passwords and other appropriate measures, to ensure that content which represents a moral hazard to children or young persons, or which may damage their well-being, does not reach knowledge of the persons protected by these laws;
- c) not to infringe national or international copyrights, or other protected rights such as rights of third parties on names or trademarks;
- d) not to use the Poli Systems services to harm or harass third parties, in particular by entering external systems (hacking), by propagating any computer viruses or by sending unsolicited e-mails (spamming, spam, etc.);
- e) ensure that client scripts and programs placed on the Poli Systems server are free from errors and are not of a volume that could interfere with Poli Systems services;
- f) refrain from the following actions:
 - explore networks in search of open ports (access) in third-party IT systems;
 - configure server services (for example proxy, news, mail and web services) so as to cause unwanted reproduction of data (duplicates, mail relaying);
 - falsifying headers of emails, news or IP addresses.

4.2 Poli Systems has no obligation to verify that the contents of the customer's offers comply with the law. Poli Systems reserves the right to unilaterally terminate the contract without notice and immediately disconnect the departments concerned if it learns that one of the above-mentioned offenses has been committed. Poli Systems reserves the right to claim damages and to bring civil and criminal justice.

4.3 If the client violates point 4.1 above, or if the question of whether the content of the website used by the client violates applicable law is in dispute, Poli Systems has the right to block the site until the legal situation is clarified by legal means or until the client proves that he has reinstated a situation in conformity with the contract. After an unsuccessful warning to the customer, Poli Systems also has the right to terminate the contractual relationship without notice.

4.4 The client takes note of the fact that, if the authorities or a court order, Poli Systems has the obligation to block the client's access to websites whose content is illegal or contrary to good character. This does not give the customer any right to a reduction, a refund, or damages.

4.5 Poli Systems may regulate the details of the interaction between its customers in the context of user settlements. Violations of these regulations authorize Poli Systems - after an unsuccessful warning to the customer - to terminate the contractual relationship without notice.

5. Use of Poli Systems services by third parties

5.1 Third parties are not entitled to use the Poli Systems services, either directly or indirectly, unless Poli Systems has given its prior written consent. The customer therefore does not have the right to make their passwords for accessing Poli Systems services accessible to third parties, or in any other way allow third parties to use these services.

5.2 If Poli Systems authorizes the use of its services by third parties, the customer must instruct these third parties of the correct use of these services in accordance with these GC. The customer undertakes in particular to ensure that they comply with the prescriptions of point 4 of these GC. The customer is responsible for any faulty behavior by the third party in the use of the Poli Systems, resp. such behavior will be attributed to the client. If Poli Systems refuses to authorize the use by third parties, this does not give the customer any right to a reduction, to a refund or to damages.

5.3 The customer must also pay the fees resulting from the use of Poli Systems services by authorized or unauthorized third parties. The customer is liable to Poli Systems for any breach of these GTCs and of the basic contract that would be committed as a result of the use of the services by authorized or unauthorized third parties.

5.4 In any event, the customer must release Poli Systems from all claims by third parties, whatever it may be.

5.5 If the customer learns that third parties are using the Poli Systems services illicitly or is contrary to public decency, or if he is aware of facts which suggest such use by third parties, he must immediately inform Poli Systems in writing. In such a case, the customer must also immediately modify or have his access data for Poli Systems services modified.

6. Guarantee

6.1 Guarantee services are in principle provided on the premises of Poli Systems, during the usual opening hours, by specialized personnel. If Poli Systems incurs transport and / or travel costs to provide warranty services, these costs are borne by the customer.

6.2 Failures of Poli Systems services due to insufficient training of customer personnel or non-compliance with Poli Systems guidelines are also not covered by the warranty.

7. Rights of use on software, product and service designations as well as on "Managed Services"

7.1 Unless expressly agreed otherwise, the following regulations apply to rights of use on software and product and service designations in the context of services managed by Poli Systems: the customer is granted, for its internal use, a non-exclusive right of use, not limited in time and non-transferable, on software as well as trademarks and designations of services. Additional regulations relating to the use of software are incorporated into these conditions. The software must not be made accessible to third parties. For standard third-party products, the license provisions apply if they contain additional restrictions. The transmission of the source code takes place only if this has been expressly agreed.

7.2 If it is agreed, in derogation from point 7.1 above, that the rights of use on the software can be transmitted to third parties, all copies must bear the original copyright notice as well as all other protective notices.

7.3 If claims for violation of protected rights are made regarding the subject of the contract (software development or realization of other projects), the customer must inform Poli Systems in writing within five calendar days. The customer is not authorized to undertake any legal proceedings without the prior agreement of Poli Systems. At the request of Poli Systems, the client leaves it up to him to ensure the defense against this type of legal action, and in particular the right to bring a lawsuit, including the right to conclude an amicable settlement.

7.4 If the customer is prohibited by legal decision from using the object of the contract or parts of the object of the contract, or if Poli Systems considers that a legal action for violation of protected rights is imminent, Poli Systems has the right to choose between the following options:

- a) modify the subject of the contract so that it no longer violates protected rights;
- b) provide the customer with the right to continue using the object of the contract;
- c) replace the object of the contract with an object which corresponds to the customer's requirements or is equivalent to the replaced object, without further violating any protected right;
- d) withdraw the object of the contract and reimburse the customer for the remuneration paid, under deduction of a reasonable amount for the use already made and for the lost of value.

7.5 The above obligation does not apply to the object of the contract if the violation of the protected right is due to a concept originating from the customer or to the fact that the latter modified the object of the contract or exploited it in combination with objects which have not been supplied by Poli Systems.

7.6 The services may be located in other countries and Poli Systems reserves the right to use third-party servers.

7.7 If the client has an unlimited bandwidth we except fair use from the client

8. Product deliveries, re-export

8.1 The delivery times indicated apply in principle without obligation. They are only firm and mandatory if Poli Systems has expressly confirmed it in writing. Delays in delivery are announced to the customer in writing. The customer is not entitled to withdraw from the contract due to a delay in delivery, and he waives any claim for damages against Poli Systems for such a reason. Delivery and installation costs are the responsibility of the customer.

8.2 The profits and risks linked to the object of the contract pass to the customer as soon as the package has been delivered to the person responsible for transport or has left Poli Systems premises for dispatch.

8.3 Poli Systems is entitled to make partial deliveries, unless otherwise agreed in writing between the parties.

8.4 The customer notes that re-export, in particular of material, is in principle prohibited or is only allowed after a special authorization, due to legal provisions. In the event that the customer alienates a product that is subject to this re-export ban, the customer will impose this export ban on the new owner.

9. Prices, indemnities, payment terms, retention of title

9.1 All prices for Poli Systems services are agreed or converted into Swiss francs. VAT and other public contributions are not included, unless otherwise indicated. The agreed prices do not include delivery, packaging or other product charges.

9.2 For orders of products that Poli Systems does not have in its assortment or for orders comprising a high proportion of hardware, Poli Systems may request an appropriate deposit.

9.3 Payment periods depend on the contract concluded with Poli Systems. At the end of the period, the customer automatically falls under formal notice, without any prior notice. If the customer intends to raise objections to the invoice, he must do so in writing, during the payment period. If the invoice is not disputed within the deadline, it is considered to have been accepted.

9.4 The prices of Poli Systems services are shown in the list of current prices. Price

changes are communicated to the customer as soon as possible. During the term of the contract, Poli Systems may change its prices to a reasonable extent if essential cost factors have changed. Poli Systems also has this right if the customer's use of Poli Systems services takes on unusual proportions due to its intensity or cost.

9.5 Collection costs (for uncashed checks, returned direct debits, etc.) must be reimbursed to Poli Systems by the customer.

9.6 For subscriptions, overpayments are refunded, if the customer so requests, subject to point 12.1 below, and minus an administrative fee of at least CHF 20.00 for customers in Switzerland and at least CHF 30.00 for customers abroad. If the client does not expressly request it, Poli Systems has the right to withhold the overpayment amounts as prepayment for future receivables. The customer is not entitled to interest on these advance payments.

10. Payment notice

10.1 If the customer is in default of payment, Poli Systems may interrupt or block its services. In this case, the client is not entitled to the services of Poli Systems, but remains required to pay the remuneration on their periodic due dates. An administrative fee of at least CHF 20.00 is levied for re-establishing the connection.

10.2 Poli Systems also has the right to collect default interest of 8% in the event of late payment.

10.3 If the client is late in paying the remuneration, in whole or in part, for two consecutive billing periods, Poli Systems may terminate the contractual relationship without notice.

10.4 Poli Systems reserves the right to assert other rights in the event of late payment, in particular for its costs of recall and enforcement proceedings. Poli Systems has the right to levy an administrative fee of at least CHF 10.00 per recall.

10.5 For collection purposes, Poli Systems is also entitled to assign or sell to third parties the amount of the invoice due, reminder costs and default interest in addition. The transfer of the receivable to the collecting company is invoiced to the customer by CHF 60.00 by Poli Systems.

11. Provision of collateral

11.1 If the customer is repeatedly in default in his payments, Poli Systems has the right to demand from him a security (bank guarantee, deposit, etc.), on the basis of the cumulative amounts of invoices from the two months preceding the new home, or measured according to the average turnover expected for the future, evaluated in moderation. Poli Systems may also require the customer to post security if other exceptional circumstances appear to justify this measure.

11.2 The customer undertakes to immediately provide the security requested by Poli Systems, failing which Poli Systems has the right to terminate the contract without notice.

12. Termination of the contract

12.1 The minimum duration of the contract, the termination period and the termination term depend on the type of contract concluded with Poli Systems. If the contract is terminated before the expiration of the agreed minimum duration or for a date that does not correspond to the planned term, reimbursement of the amount / of the prorated fee is excluded, and this amount is retained by Poli Systems.

12.2 Once the contract has been terminated, the objects and documents belonging to Poli Systems which have been entrusted to the customer must be immediately returned to Poli Systems, i.e. no more than 14 calendar days after the end of the contract, at the customer's expense and risk up to that they get to Poli Systems. If the customer does not comply with this obligation to return, he is required to pay damages on account of the surrender value of the objects and documents, or even higher damage if this can be proven.

12.3 Poli Systems may terminate the contract without notice if bankruptcy, insolvency, debt restructuring proceedings or other similar proceedings are brought against the client, or if the introduction of such proceedings has been required. In this case, point 12.2 is applicable without restriction. The customer has the obligation to immediately inform Poli Systems of this type of situation.

12.4 In the event of early termination of the contract for a reason attributable to the customer, Poli Systems may claim damages on the basis of the remuneration which would have been due for the remaining duration of the contract. Superior claims remain reserved.

12.5 The termination must be communicated within the prescribed time by registered letter or by fax or email.

13. Right to set off claims, right of retention, assignment, transfer

13.1 Poli Systems has the right to set off its claims with claims from the client. The customer is not entitled to set off any possible claims with claims from Poli Systems.

13.2 The customer undertakes to waive the right of retention against Poli Systems.

13.3 Unless otherwise agreed, none of the rights and obligations arising from the contract are transferable or transferable to third parties.

13.4 Poli Systems is authorized to transfer the customer's contract or the rights and obligations arising therefrom to another Swiss company in the group without the customer's consent, provided that Poli Systems directly or indirectly controls said company. In addition, Poli Systems is authorized to assign contracts or claims arising therefrom to third parties for collection or financing purposes without the consent of the client.

14. Exclusion and limitation of liability

14.1 With regard to its services, Poli Systems does not guarantee uninterrupted operation free of disturbances, whether generally or at a specific time. It therefore declines all responsibility for interruptions in operation which may prove necessary, in particular the elimination of breakdowns, maintenance or the introduction of new technologies.

14.2 Poli Systems does not guarantee the integrity of the data recorded or transmitted by its system or by the Internet. Liability is excluded in cases where data sent and received through its system or which is stored therein is inadvertently disclosed, destroyed or deleted.

14.3 Poli Systems is not liable for direct or indirect damage which may result from the use of the services it provides or from failures of these services.

14.4 The liability of Poli Systems is notably excluded in the following cases:

- a) Direct or indirect damage resulting from functional faults in the infrastructure of Poli Systems.
- b) Electronic messages not transmitted, or transmitted incorrectly or illegally, or intercepted by third parties;
- c) Confidentiality absent or insufficient of the encrypted data, even if Poli Systems acts as a certification office or offers other cryptological services;
- d) Processing errors during commercial transactions over the Internet (e-commerce), in particular errors in the transmission of credit card data or other information relating to payments;
- e) Number of hits zero or insufficient after referencing in search engines, even if the client has expressly instructed Poli Systems to proceed with the registrations in search engines;
- f) Disputes due to the registration or cancellation of domain names, which Poli Systems has carried out on behalf of the client.

14.5 All liability of Poli Systems and its auxiliaries for technical or economic results of the work, for indirect damage such as loss of earnings, claims by third parties, as well as for damage following a production stoppage, loss data, and all liability for slight negligence are expressly excluded, subject to more binding legal provisions in matters of liability.

14.6 Poli Systems will not be held responsible if it is prevented, for reasons not attributable to it, from fulfilling its contractual obligations on time or in an appropriate manner.

14.7 The provisions of the Federal Law of June 18, 1993 on Product Liability (LRFP) remain fully valid.

15. Data protection declaration and consent

15.1 As the owner of the contract, the customer undertakes to make available to Poli Systems all the data necessary for the proper performance of the contract and to comply with the provisions relating to data protection and to inform all users of the services from Poli Systems that traffic and usage data is recorded.

16. Confidentiality

16.1 The parties undertake to keep confidential the information of the other

contracting party designated as confidential and in particular not to make it accessible to unauthorized third parties. The content of contracts, including attachments, is in particular considered confidential.

16.2 If Poli Systems finds acts illegal or contrary to morality, it has the right to communicate the addresses of the customers concerned to third parties, in particular to the authorities.

17. Place of performance, place of jurisdiction, applicable law and others

17.1 The place of performance of the contract is CH-1315 La Sarraz, canton of Vaud, Switzerland

17.2 For any disputes relating to these GC or to the contract concluded with the client, the exclusive place of jurisdiction is at CH-1315 La Sarraz.

17.3 The contractual relations between the parties are governed exclusively by Swiss substantive law. The United Nations Convention on Contracts for the International Sale of Goods (concluded in Vienna on April 11, 1980) is not applicable.

17.4 Even if the provisions of these GC should prove to be null or inapplicable, the other provisions will not remain less valid. In this case, the null or inapplicable provisions will be replaced by valid provisions whose economic effects will be as close as possible to the inapplicable provisions, in compliance with the legal standards in force.

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