

# GENERAL TERMS AND CONDITIONS

Version 1.12 of September 11th, 2023

# 1 SCOPE

The following general terms and conditions (GTC) apply to all business relationships between TreeSolution Security Awareness AG (hereinafter referred to as "TreeSolution") and the customer or partner (hereinafter referred to as "Customer") for services offered on our website [www.treesolution.com](http://www.treesolution.com) or specially agreed with the Customer.

Individual agreements concluded with the Customer take precedence over these general terms and conditions. Conflicting conditions of the Customer are not recognized or admitted.

TreeSolution reserves the right to change these terms and conditions at any time. All changes will take effect upon the posting of the new GTC on the website. The point in time for the applicability of the valid general terms and conditions is the date of acceptance of our offer.

Please read these terms and conditions carefully before accepting an offer. By accepting the offer, you agree to the following conditions and our data protection declaration and declare that you are authorized to enter into legally binding contracts.

# 2 SERVICES OFFERED

We provide services principally in the following areas:

- Business consulting
- Strategy development
- Information security culture measurement
- Campaign and training materials in the form of digital solutions and print materials
- Development of e-learning and other training materials for individual requests

TreeSolution reserves the right to change the services at any time.

# 3 ACCEPTANCE OF THE OFFER/CONCLUSION OF CONTRACT

Our written offers are valid for 30 days from the date of issue unless a different period of validity is stated on the offer. With the written acceptance of the offer, the client accepts the services listed in the offer under the conditions in these GTC. We provide our services at the prices communicated directly to the Customer.

A binding contract arises with the written confirmation of the offer or with the start of the service provision by TreeSolution. Unless otherwise agreed, e-mails are equivalent to written communications.

# 4 TREE SOLUTION'S CONTRACTUAL OBLIGATIONS

TreeSolution is obligated to perform the service carefully, conscientiously, and faithfully. No specific result is due.

TreeSolution is obligated to use properly trained employees with the necessary specialist knowledge and to continuously supervise and monitor them during the execution of the contract. TreeSolution makes efforts to ensure that in most cases a Customer is looked after by the same person but cannot guarantee this.

TreeSolution is authorized to take all actions that are part of the proper execution of the contract. It will inform the Customer regularly or upon request about, and give an account of, the status of the services.

After execution of the contract, TreeSolution will create a written report on request, which reflects the essential content of the process and result of the consultation.

## 5 CUSTOMER'S DUTY TO COOPERATE

TreeSolution provides its services based on the information provided by the Customer. The Customer is obligated to support TreeSolution to the best of the Customer's ability and to provide all information and documents necessary for the proper execution of the contract in a timely and correct manner. The Customer is obligated to inform TreeSolution of any changes that endanger this provision. The Customer is solely responsible for the factual correctness and completeness of this information.

At the request of TreeSolution, the Customer must confirm in writing the correctness and completeness of the documents submitted by the Customer as well as its information and oral statements.

If the Customer does not fulfill its obligations to cooperate, it shall bear the consequences of such a breach of duty. In particular, it must compensate TreeSolution for any additional work.

## 6 SCHEDULE DATES

Any dates for the provision of the agreed services will be agreed with the Customer. Appointments can be made in person, by phone, or by email. The contract for the use of services comes into effect with our confirmation of acceptance of an appointment by e-mail or telephone. TreeSolution reserves the right to cancel or postpone an appointment due to unforeseen circumstances (e.g., staff illness) without any consequences for costs or compensation.

## 7 CHANGE OF SERVICE

TreeSolution will take into account changes requested by the Customer in the provision of services as far as is reasonable.

Insofar as the implementation of the desired changes affects the contractual terms, in particular the effort of TreeSolution or the schedule, the parties will agree on an appropriate adjustment of the contractual terms, in particular an increase in remuneration and a postponement where applicable of agreed schedule dates.

## 8 INVOLVEMENT OF THIRD PARTIES

TreeSolution is entitled to call in third parties to carry out the service. In this case, TreeSolution ensures that the third party complies with the contractual obligations of TreeSolution.

## 9 COMPENSATION, EXPENSES, AND TAXES

In principle, remuneration is based on the time spent and availability at the prices stated on the website or in the offer. TreeSolution reserves the right to change its pricing at any time. The remuneration will be charged at the prices offered at the time the offer was made.

Fees and other expenses are not included in the remuneration and will be invoiced to the Customer separately at the actual costs or rates customary in the industry, unless otherwise agreed.

The remuneration and expenses are exclusive of value added tax and any other statutory levies.

## 10 INVOICING

TreeSolution invoices the services provided at the time of ordering, annually in advance for subscriptions, or according to the progress of the project. The invoice contains a list of the dates of the services provided. TreeSolution is entitled to issue interim invoices for services already provided.

Payment is due 30 days after invoicing.

## 11 COPYRIGHT

TreeSolution fully retains all copyrights to which it is entitled.

## 12 CONFIDENTIALITY

TreeSolution is obligated to maintain the strictest secrecy towards third parties about all business, operational, or technical information and processes that have been entrusted to it by the Customer or that have otherwise become known, which are of a confidential nature. This obligation continues without restriction after the termination of the contract.

## 13 STORAGE LOCATION

TreeSolution reserves the right to store all collected customer data securely on a web server located in Switzerland. All connections to the web server are secured with TLS.

## 14 STORAGE OF DOCUMENTS/RIGHT OF RETENTION

TreeSolution is obligated to carefully store the documents of all kinds received from the client (e.g., internal specifications, plans, notes, correspondence, etc., regardless of whether they are originals, copies, or drafts) and only use them in direct connection with the execution of the contract, or to the extent that there is a legal obligation.

TreeSolution reserves the right to withhold the documents provided to it until all claims have been settled in full.

## 15 WARRANTY

Insofar as the services are defective, the Customer's claim is limited to repair, reduction or replacement, at TreeSolution's option, to the extent permitted by law. If the rectification does not lead to freedom from defects, the Customer can ask for a price reduction.

## 16 LIABILITY

TreeSolution provides the agreed services with the necessary care. TreeSolution is liable for damages if they have their direct cause in a proven intentional or grossly negligent breach of contractual obligations or other duties of care by TreeSolution.

To the extent permitted by law, any further liability arising from the contract, or any other legal basis is expressly excluded.

## 17 FORCE MAJEURE

In the event of force majeure, i.e., an event beyond the control of the affected party (such as official orders and measures, labor disputes, cases of natural disasters, epidemics and pandemics) which significantly impair the provision of a service or make it impossible, the affected party must notify the other party in writing as soon as possible of the nature of the event in question and its likely duration. In this case, the affected party is entitled to postpone the provision of its service to the extent of the duration of the hindrance and a reasonable start-up time but must resume the provision of the service immediately if the event in question no longer applies.

The parties will endeavor in good faith to reduce as far as possible the effects of a force majeure event.

## 18 TERMINATION OF CONTRACT

The contract ends when the agreed services are fulfilled, when the agreed terms expire, or when the contract is terminated. Unless otherwise agreed, the contract can be terminated with a notice period of 60 days to the end of the month. The contract can be terminated with immediate effect for important reasons. An important reason is any circumstance that makes it unreasonable for the terminating party to adhere to the contract in good faith, namely the declaration of bankruptcy, concordat, or similar proceedings against the Customer. The notice of termination must be in written form to be effective.

### 18.1 SUBSCRIPTION (SECURITY AWARENESS CLUB & E-LEARNING)

Subscription fees are based on the length of the subscription. The Subscription can be canceled at any time with 60 days' notice at the end of each contract year. Annual fees already paid will not be refunded. In the case of a multi-year contract and if the customer cancels the subscription before the end of the contract, the customer must pay the difference for excess discount.

The subscription will be automatically renewed for another year after expiry. During the extension, the prices are adjusted to the currently valid price list.

The Awareness Club materials must be returned, deleted, or destroyed.

## 19 PRIVACY

TreeSolution only collects and processes personal data that is necessary for the execution of the contract concluded with the Customer within the framework of the statutory provisions, in particular in compliance with the applicable data protection laws. Further information on the processing of your personal data, your rights and related issues can be found in our data protection declaration at <https://www.treesolution.com/en/privacy-terms>, which forms an integral part of these terms and conditions.

## 20 SEVERABILITY CLAUSE

Should any provision of these GTC be or become illegal, invalid, or unenforceable for any reason, this shall not affect the validity of the remaining provisions. Unless otherwise agreed, the ineffective provision is deemed to be replaced by an effective provision that takes into account as far as is possible the economic purpose of the provision and the will of the parties at the time the contract was concluded. The same applies to any gaps in these GTC.

## 21 APPLICABLE LAW AND JURISDICTION

These GTC, the contractual relationships based on them, and any disputes are governed exclusively by substantive Swiss law.

The exclusive place of jurisdiction is the main office of TreeSolution.