



General terms and conditions of contract

1. Contractual partner of the customer

The contractual partner of the customer is the sole proprietorship (hereinafter: („PSC“)
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2. Subject of the contract

2.1. Free content / uses of the website

PSC operates the website www.feiertagskalender.ch (hereinafter: WEBSITE) and offers a collection of public and free retrievable information on public holidays and school holidays in various countries, which is in principle publicly retrievable by anyone via web browser free of charge and for personal, non-commercial use and may not be passed on and / or made available to the customer's own customers or third parties, or integrated into own products.

2.2. Fee-based standard products

For further internal company uses, in particular for planning, organisation as well as the optimisation of business processes and business processes, there are standard products with processed data, which can be obtained by companies and / or other interested persons via the WEBSITE for a fee.

2.2.1 Products in the online shop

Products in the online shop that are subject to a charge represent the status of the information in the version ordered; there is no updating. If the customer wishes to have updated data at a later date, he/she must purchase a corresponding newer version.

2.2.2 Data retrieval via API

In the case of data retrieval via API interfaces (programming interfaces), the customer retrieves updated data independently and as often as required, which corresponds to the current recording status.

2.3 Fee-based individual solutions

Customer-specific forms of data preparation or additional links with customer data (such as internal region or city codes, branch numbers or similar) are possible on request. PSC will provide an individual quotation for this in each case.

3. Scope of application of the General Terms and Conditions (GTC)

These General Terms and Conditions (GTC) govern the conclusion, content and execution of contracts between the client and PSC in connection with the chargeable products available in the online shop on the WEBSITE and / or directly from PSC in connection with the contents of the WEBSITE. They form an integral part of the contract between PSC and the client and must be accepted by the latter.

4. Offer and conclusion of contract

4.1. Order in the online shop on the WEBSITE

The ordering of products on the WEBSITE requires registration (cf. point 5 below). The presentation of the products in the online shop is non-binding and does not constitute an application by PCS to conclude a contract with the customer. By submitting an order in the online shop, the customer makes an application for the conclusion of the contract and accepts these GTC. The automatically generated order receipt confirmation from PSC does not yet constitute acceptance of this offer, but merely serves to confirm that the order has been received by PSC. The contract between the customer and PSC is concluded when PCS makes the ordered goods available for download, or when PSC expressly confirms acceptance of the application to conclude the contract.

4.2. Ordering of chargeable individual solutions or other orders outside the online shop on the WEBSITE

If the client orders products outside the online shop on the WEBSITE in accordance with section 2.2 or 2.3 of these GTC, his enquiry shall be non-binding. PSC shall subsequently submit a binding offer with these GTC, which must be accepted by the customer. The contract shall become binding at the time of acceptance of the offer.

5. Registration

5.1. The purchase of chargeable services within the meaning of section 2.2.1 requires in any case a registration of the customer on the WEBSITE. The customer shall provide the name, address and e-mail address. The customer undertakes to provide truthful and complete information. Registration shall be effected by corresponding confirmation on the part of PSC. PSC is entitled to reject a registration without giving reasons.

5.2. The client is obliged to keep his access data secret and to protect it from unauthorised access by unauthorised persons. PSC reserves the right to block the client's access in case of suspicion of improper access. In this case, PSC will inform the client about the blocking.

5.3. PSC reserves the right to exclude customers in principle from using the WEBSITE. Exclusion may occur in particular, but not only, due to a violation of the terms of use or in the event of non-payment of the services owed.

6. Nature and extent of use

- 6.1. The use of free contents of the WEBSITE may only take place within the scope of section 2.1. Any further use is expressly prohibited.
- 6.2. The use of chargeable products obtained via the online shop on the WEBSITE is expressly limited to the scope specified in section 2.2.1. In particular, any dissemination, making available as well as the adoption of the products / data in the customer's own products intended for commercial use are expressly prohibited. Such products represent the data status of the ordered version - a respective update does not take place.
- 6.3. The use of chargeable products within the meaning of Clause 2.2.2, or individual solutions within the meaning of Clause 2.3. shall be governed by the contract concluded in the individual case.
- 6.4. Unless otherwise agreed, any copying, publication, sale, reformatting and other representation is prohibited, including the creation of a mirror of the WEBSITE on the client's website.
- 6.5. The client is strictly prohibited from using computer programs that negatively influence the system and the products of PSC (viruses, worms, Trojans, other programs that impair the availability of the platform. The client is responsible for protecting its own computer systems and is obliged to have up-to-date protection programs.

7. Prices and payment modalities

- 7.1. The prices of the standard products are based on the applicable information on the WEBSITE. Value added tax is included for Swiss customers.
- 7.2. In the absence of an individual regulation in the individual case, the details of the payment modalities are based on the payment options available at the time of the order (e.g. prepayment, credit cards listed, bank transfer, etc.).
- 7.3. Additional services for customised solutions, in particular support and / or implementation work, are subject to separate compensation and will be charged according to PSC's current hourly rates.

8. Delivery

- 8.1. The delivery of ordered products in the online shop takes place exclusively as a file download. Purchased products can be downloaded via the customer area of the WEBSITE for one year after payment has been made.
- 8.2. Delivery of orders outside the online shop shall be made according to individual agreement.

9. Warranty

- 9.1. PSC does not warrant the accuracy, content, completeness, correctness and timeliness of the data provided. However, it assures that the data has been collected and prepared to the best of its knowledge and belief.
- 9.2. When purchasing standard products in the online shop, or file deliveries via e-mail, the data is not updated; the status of the delivered product is decisive.
- 9.3. The platform operator does not guarantee that the WEBSITE will be available at all times and without interruption. However, it shall endeavour to ensure that operation is as trouble-free as possible (subject to maintenance work) and to carry out maintenance work at times when there is little use.

10. Liability

- 10.1. The liability of the platform operator is excluded to the extent permitted by law (in particular slight negligence). The same applies to liability for auxiliary persons, which is excluded pursuant to Art. 101 para. 2. In any case, liability is excluded if damage is due to force majeure, the customer's own fault or the fault of third parties.

11. Data protection

- 11.1. Customers acknowledge that the data collected in the course of registration will be processed and stored by means of an IT system. These personal data will be used by PSC only within the framework and for the purpose of using the WEBSITE and for order processing of purchases.
- 11.2. Customers have the right to request information from the platform operator at any time regarding the data stored about them. A profile will be deleted immediately upon request.

12. Final clauses

- 12.1. Should any provision of these GTC prove to be invalid or inadmissible, this shall not affect the validity of the other provisions of these GTC. The invalid provision shall be replaced by a provision which best meets the economic objectives of both parties.
- 12.2. PSC reserves the right to change these GTC. The version applicable at the time of the specific order shall always be decisive.

13. Applicable law

- 13.1. Disputes shall be governed exclusively by Swiss law, to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods. The place of jurisdiction is Bern, Switzerland.

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