



1 General terms and conditions

1.1 Important legal notice

If you call up information, details and documents on the websites of KMU Ratgeber AG, you declare that you agree to the following conditions.

The corresponding provisions also apply to individual services and products. In the event of a contradiction, the respective special provisions apply.

KMU Ratgeber AG reserves the right, at any time and at its own discretion, to change, add to or delete the content of the website and the present provisions in whole or in part. This also applies to improvements and / or changes to the information or products and services described. Please check these provisions at regular intervals for any changes.

If you continue to use the KMU Ratgeber AG website after the changes to these provisions have been published, you will be deemed to have accepted the changes.

1.2 Data protection and data safety

KMU Ratgeber AG uses suitable technical and organizational measures to protect the data provided to the owner and treats them carefully in accordance with Swiss data protection law.

KMU Ratgeber AG collects, processes and stores personal data only insofar as this is necessary for the provision of the services, for the security of operations and infrastructure, for invoicing and for the processing and maintenance of customer relationships, namely to guarantee a high quality of service, improved service delivery are needed.

In particular, personal data can be transmitted to DOCshare users selected by the customer on a case-by-case basis with the express consent of the customer.

Personal data is stored exclusively in data centers in Switzerland and is deleted at the latest after the statutory retention period has expired.

The privacy policy of the website provides additional information on data processing when using the website mentioned.



1.3 Prices

The information, tariffs, price lists and the like published on KMU Ratgeber AG do not constitute an invitation or recommendation to purchase products and services or to carry out other transactions or to conclude any legal transaction. Exceptions are specially highlighted.

Despite all reasonably reasonable precautions, technical inaccuracies, omissions or typographical errors in the content of the websites cannot be ruled out. KMU Ratgeber AG cannot accept any liability for the correctness, completeness and topicality of the information, tariffs, price lists and the like published on the website.

1.4 Entry into force, duration and termination

The contract between the user of the KMU Ratgeber AG Software comes into being when the account has been successfully registered.

It is concluded for an indefinite period. It can be terminated by the user at any time or it can be suspended or dissolved by KMU Ratgeber AG if the user has not paid for the software or has not used the software for more than a year.

The termination of the contract leads to the simultaneous loss of the right to use the user account and functions based on the registration for the login can be used.

Offers with fixed terms or billing cycles that can only be canceled after they have expired and termination without notice for important reasons remain reserved.

1.5 Use of the website

The entire content (text, graphics, images, etc.) of the KMU Ratgeber AG website is protected by copyright and, unless otherwise specified, belongs exclusively and comprehensively to KMU Ratgeber AG. This also and especially applies to the word, image and / or acoustic trademarks and logos shown on the websites.

These websites may also contain references to third party property rights and usage rights, which must also be observed. The information and services contained on the websites are provided by KMU Ratgeber AG exclusively for private use and for information purposes. All ownership and usage rights remain with KMU Ratgeber AG.

You can revoke this consent at any time. Reproduction (in full or in part), transmission (electronically or by other means), modification, linking or use of the information and services of all kinds contained in the websites for public or commercial purposes are only permitted with the prior written consent of KMU Ratgeber AG allowed.



1.6 Disclaimer of warranty and liability

KMU Ratgeber AG excludes all liability for loss or damage of any kind that you or third parties may incur in connection with accessing or using the website or parts thereof or from links to third-party websites.

Visiting the website, using the information contained there and using the offers listed there is at your own risk and responsibility. Liability is also excluded for lost profit, for malfunctions of the Internet of all kinds (e.g. business interruption, malfunctions, viruses, harmful components, terrorist acts ... etc), misuse by third parties (viewing of data, copies, etc. .) as well as loss of programs or other data in your information systems.

1.7 Web links

Some links on the websites lead to third party websites. These are no longer under the influence of KMU Ratgeber AG. KMU Ratgeber AG therefore assumes no responsibility for the correctness, completeness and legality of the content contained there and the links to other websites as well as for any offers, products and (services) provided there.

This also applies if these websites contain the KMU Ratgeber AG logo or another protected designation. The use of linked websites is at your own risk.

1.8 Severability clause

Should any contractual provisions applicable between the parties be or become ineffective, this shall not affect the validity of the remaining content of the contract.

The omitted provision is to be replaced by a provision that comes closest to the economic purpose of the omitted provision. This also applies in the event of a loophole.

1.9 Applicable law / place of jurisdiction

Only Swiss law is applicable. The provisions of the United Nations Convention of April 11, 1980 on Contracts for the International Sale of Goods (Vienna Sales Law, CISG) are excluded.

Only Swiss law is applicable.

For users of KMU Ratgeber AG Software with a foreign residence or place of business, Zurich is the place of enforcement and the exclusive place of jurisdiction for all proceedings.