



General Terms and Conditions Business Services

GTC-B

Cooperative **discover.swiss**

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Thank you for using the discover.swiss service platform. This agreement specifically regulates the processing of business service offers (hereinafter referred to as the offer) on the discover.swiss service platform for the roles of service provider and service user. On behalf of the Service Provider, discover.swiss makes the Offer available on the Service Platform to interested Service Users. The Service User uses a Business Service offered. These General Terms and Conditions for Business Services (GTC-B) govern the operational processing between the Service Provider, the Service User and the discover.swiss Cooperative (all referred to as Parties).

1 Consumers of business services

- 1.1 The terms and conditions for the use of a business service are provided by the service provider in the Terms of Service for mediation to service users. In addition to regulating the remuneration, it defines the legal basis and the service level agreement (SLA) as well as the general provisions for service users.
- 1.2 The legally valid consumption of a Business Service by the Service User requires the prior acceptance of the Terms of Services by the Service Provider.

2 Remuneration

- 2.1 The service user must pay the service provider a fee for using the business service. The service fees are based on the valid Terms of Service for Service Users.
- 2.2 Services provided by discover.swiss (see section **Fehler! Verweisquelle konnte nicht gefunden werden.**), which are provided in the course of system setup or operation, will be charged by discover.swiss at the current rate for digitisation and consulting services or support services¹. The fees are subject to statutory value added tax.

3 Offsetting

- 3.1 Payment processing for a business service purchased by the Service User is carried out by discover.swiss on behalf of the Service Provider. For payment processing, discover.swiss may involve payment service providers.
- 3.2 For payment processing, the service provider and the service user open a merchant account with the payment service provider of discover.swiss. This account opening is part of the discover.swiss setup process.
- 3.3 Setup and operating costs are billed per month either on account or via the merchant account.

4 Inclusion of the general terms and conditions of discover.swiss

- 4.1 These GTC-B apply in addition to the general terms and conditions of the discover.swiss cooperative (<https://discover.swiss/en/gtcs>).

¹ Tariff discover.swiss for support services, <https://discover.swiss/services>

- 4.2 Insofar as these GTC-B deviate from the general terms and conditions of the discover.swiss cooperative, the provisions of these GTC-B shall take precedence.
- 4.3 The application of any general terms and conditions of the service user is explicitly excluded.

5 Final provisions

- 5.1 discover.swiss reserves the right to supplement or amend these GTC-B at a later date. Changes will only be announced on the URL under which these GTC-B are stored at the relevant time. It is the responsibility of the platform user to check this page regularly for changes. The changes shall become part of the contract unless the platform user objects within 14 days of notification of the change. Your continued use of the product after expiry of the aforementioned period constitutes your acceptance of the changes to the GTC-B.
- 5.2 The contractual relationship is subject to Swiss law, to the exclusion of the Vienna Sales Convention. The courts of Zurich shall have exclusive jurisdiction for all legal disputes arising from the contract.
- 5.3 Should any provision of these GTC-B be or become invalid or void, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by an appropriate provision that comes closest to what the contracting parties intended or would have intended according to the meaning and purpose of this contract.
- 5.4 In case of discrepancies or interpretation issues between the German and the English version of this GTC, the German version shall prevail.