



## General Terms and Conditions

Cooperative discover.swiss

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## Preamble

discover.swiss operates the B2B platform discover.swiss (hereinafter: platform), on which discover.swiss customers (platform users in the roles of service users, service suppliers and/or service providers) can provide, offer, request and, if necessary, process information, services and offers. Guests or users of discover.swiss user portals (B2C end customers) can obtain this information, services and offers via the customers' own applications. The discover.swiss cooperative itself does not offer any tourist services. By concluding a contract and thus incorporating these GTC into the contract, the platform user also expressly accepts the platform guidelines (<https://discover.swiss/en/platform-guidelines>) of the discover.swiss cooperative.

## 1 Scope of application

- 1.1 The following General Terms and Conditions (hereinafter referred to as "GTC") apply to all deliveries, services and offers of the discover.swiss Cooperative (hereinafter referred to as "discover.swiss"). Special contractual provisions (e.g. unlimited or limited terms of use for software, conditions for maintenance or support services, specific GTC for certain services) for a product or service distributed by discover.swiss take precedence over these GTC insofar as they deviate from the content of the GTC. The application of any GTC of the client is explicitly excluded.

## 2 Client and contractor

- 2.1 The contracting party is discover.swiss. discover.swiss is authorised to call in auxiliary persons and substitutes for the provision of services.
- 2.2 The ordering party is the party who initiates the execution of the one-off order and/or a regular service subscription in writing (also by e-mail).
- 2.3 If discover.swiss brokers services and offers from third parties (service providers, e.g. city tours, excursions, ski tickets, tickets for events, overnight stays, etc.) to service Users via the platform. In this case, the contract is concluded between the respective third party and the respective Service User. The basis for the use of intermediary services on the platform are the respective GTC for the Infocenter and Marketplace services, which must also be accepted by the Service User.

## 3 Services and offers

- 3.1 discover.swiss offers platform users fee-based one-off and recurring services. Recurring services are offered on a subscription basis (subscription model). One-off services are offered on a case-by-case basis.
- 3.2 The range of services offered by discover.swiss essentially comprises the following services:
  - a. Platform services, which can be obtained in various subscription sizes and forms depending on the scope of services (subscription model for the platform services obtained by subscription, <https://discover.swiss/services>)
  - b. Business service offers, which include the tariff for the business service, the respective provisions of the service supplier and its service level agreement,
  - c. Digitisation and consulting services
  - d. General technical support as well as different variants of service level agreements (SLAs)

- 3.3 Unless otherwise stated, written offers from discover.swiss are valid for 30 days from the date of issue stated on the offer.

## 4 Conclusion of contract, delivery periods and duration of contract

- 4.1 A contract shall only come into existence upon written order confirmation and/or execution of the order by discover.swiss and shall be governed exclusively by its content.
- 4.2 Explicitly contrary provisions of discover.swiss regarding the conclusion of a contract - for example in offers or other contracts - take precedence and may, for example, stipulate that the contract is concluded when the platform user declares his agreement in the online customer portal / ticketing system via the helpdesk to the contractual provisions listed there
- 4.3 The dates and deadlines specified by discover.swiss are non-binding, unless expressly agreed otherwise in writing.
- 4.4 Obligations to co-operate in accordance with offers, project plans or specifications are reserved.
- 4.5 The contract for services purchased under the subscription model is initially concluded for a term of three months. If the contract is not cancelled within the agreed notice period, it is automatically extended by a further three months in each case
- 4.6 Platform users are entitled to cancel their subscription to the platform services at the end of a contractual quarter, subject to a one-month notice period.
- 4.7 discover.swiss is authorised to block platform users' access to the platform in the event of a breach of contract and in particular in the event of a breach of the platform guidelines or a refusal to accept new contractual bases.

## 5 Remuneration and terms of payment

- 5.1 discover.swiss is entitled to remuneration for its services .
- 5.1.1 The price for services purchased in accordance with the subscription model is based on the tariffs published on the website (<https://discover.swiss/services>). If individual written contractual price agreements exist, these shall take precedence over the published tariffs. The payment obligation begins from the moment of the first use of a service from discover.swiss and is based on the package price for the service used in the respective month. Non-members of the discover.swiss association will be charged a surcharge.
- 5.1.2 For the initial use of the services offered by discover.swiss, the platform user undertakes to purchase the setup services required for the various services as defined in the respective set-up packages on a one-off basis. Non-members of the discover.swiss association will be charged a surcharge.
- 5.1.3 Any additional technical support will be charged separately. The hourly rate is CHF 100 per hour. Non-members of the discover.swiss association will be charged a surcharge.
- 5.1.4 The hourly rate for digitisation and consulting services is CHF 200 (CHF 170 for members of the discover.swiss association and members of the discover.swiss

cooperative). If individual written contractual price agreements exist, these shall take precedence over these GTC.

- 5.1.5 Any costs incurred for financial transactions as a result of using the product market place shall be borne by the platform user.
- 5.2 Recurring fees are invoiced periodically, one-off fees after fulfilment of the order. For one-off services that are provided within a period of more than 2 months or whose order volume exceeds CHF 10,000, periodic payments on account in advance or interim invoices may be invoiced.
- 5.3 The fees are subject to statutory value added tax.
- 5.4 Payment can be made by invoice or, as far as the billing processes of discover.swiss allow, via a corresponding account with a payment service provider.
- 5.5 discover.swiss is authorised to send invoices to the customer electronically (e.g. by e-mail or self-service in an online portal).
- 5.6 Invoices are due for payment within 10 days of the invoice date. Upon expiry of this payment period, the Platform User shall be in default without further notice.
- 5.7 The platform is constantly being expanded, which is why discover.swiss reserves the right to adjust the subscription model and the service pricing from time to time. These changes must be communicated to the platform user by e-mail to the relevant contact person within a period of 3 months before they come into effect. The platform user then has 3 months to accept the new documents. If no consent is given, access to the platform will be cancelled after the 3 months have expired. The other rights and obligations of the parties are also suspended in this case.

## 6 Support and warranty

- 6.1 The Platform User is obliged to provide appropriate 1st level support for the users of its application, including answering questions about the services offered by and the operation of the Platform User's application. discover.swiss is available to the Platform User exclusively for technical 2nd level support regarding matters relating to the Platform and the Platform User's application in accordance with the selected service level agreement (SLA) in accordance with the subscription model or the technical support tariff (cf. 5.1.3.)
- 6.2 discover.swiss endeavours to provide a high quality of service, but cannot guarantee uninterrupted or permanent availability of the platform. Accordingly, discover.swiss is not liable for damages due to problems with the availability of the platform or due to out-of-date or missing data from service providers. If data security requires it and if there are other important technical or legal reasons, discover.swiss is authorised to suspend individual functions or the platform until the problem is resolved. In principle, discover.swiss excludes any warranty obligation to the extent permitted by law sig.

## 7 Liability and limitation thereof

- 7.1 discover.swiss shall only be liable for intentional or grossly negligent damage and for damage caused intentionally or through gross negligence by auxiliary persons and third parties, whereby liability for simple negligence is excluded. Liability for consequential damage is excluded in all cases.

- 7.2 discover.swiss excludes any liability for intentional and grossly negligent damage to platform users (or any third party), in particular for the fulfilment of its contractual and non-contractual obligations and for the loss of data, within the scope of the statutory provisions. This exclusion of liability also applies to damage caused directly or indirectly by the use of the services. Liability for consequential damage is excluded in all cases.
- 7.3 If discover.swiss has engaged the services of auxiliary persons to fulfil its contractual obligations, it is responsible for the careful instruction of these persons. In all other respects, warranty and liability are fully excluded to the extent permitted by law. This exclusion of warranty and liability also applies to wilful intent and gross negligence .
- 7.4 discover.swiss assumes no liability for damages caused by platform users.
- 7.5 The liability of discover.swiss for damages resulting from injury to life, limb or health and under the Product Liability Act remains unaffected by the above limitations and exclusions of liability.

## 8 Copyright

Unless otherwise contractually agreed, all rights, in particular the copyright to all work results created by discover.swiss such as documents and evaluations, such as concepts, plans, analyses, business blueprints, (detailed) specifications, computer programmes, including the source code, documentation and other programme documents - regardless of the form - shall remain with discover.swiss.

## 9 Data protection

By accepting these GTC, the platform user also agrees to discover.swiss's data protection declaration (<https://discover.swiss/en/privacy-policy>) and to discover.swiss's [data processing agreement](#), each in the currently valid version. These are available on the discover.swiss website. The platform user declares that they agree to these documents. Specific contracts concluded with individual customers for order data processing take precedence over the general contract.

## 10 Relationship to the portal user (guest or end customer)

- 10.1 The portal user (guest or other end customer of the service user) who uses discover.swiss indirectly via an application of the service user is primarily in a legal relationship with the service user. discover.swiss only enables the portal user to use the respective user portal and the associated support. This legal relationship is governed by discover.swiss in the "GTC Guest" for the my.discover.swiss guest portal and the "GTC User Portal" for other end customers of the service user as the operator of the respective portal. The service user is obliged to have the portal user accept the applicable GTC of discover.swiss when registering or logging in and for each booking or to include them in any contracts concluded. If a portal user refuses to do so, neither the use of the platform as a registered user nor a booking as a non-registered user is possible. The service user can waive acceptance of the respective GTC if he includes the following provision (mutatis mutandis) in his own terms and conditions, which he must agree with the portal user in a legally valid manner:

"Our service is based on the tourism platform discover.swiss, which is operated by the discover.swiss cooperative, Schaffhauserstrasse 14, 8006 Zurich. You undertake not to assert any legal claims against the discover.swiss cooperative in connection with your use in the sense of a contract in favour of third parties. All rights and obligations between you and the disco

ver.swiss cooperative are governed by its "GTC Guest" (<https://discover.swiss/gtcs>) (or "GTC User Portal").

- 10.2 The service user assumes responsibility for services beyond the my.discover.swiss guest portal or the respective user portal of the service user. discover.swiss recommends that the service user regulate this legal relationship with the portal user in its own GTC.

## 11 Final provisions

- 11.1 discover.swiss reserves the right to amend or change these GTC at a later date. Changes will be exclusively announced on the URL under which these GTC are stored at the relevant time. It is the responsibility of the Platform User to check this page regularly for changes. The changes will 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.
- 11.2 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.
- 11.3 Should any provision of these GTC 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 as close as possible to what the contracting parties intended or to the meaning and purpose of this contract.
- 11.4 In case of discrepancies or interpretation issues between the German and the English version of this GTC, the German version shall prevail.