



discover.swiss 

General Terms and Conditions Tourism Services

discover.swiss Marketplace (GTC-M)

Cooperative discover.swiss

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A. Preamble

Thank you for using the discover.swiss service platform. This agreement specifically governs the processing of purchase offers (hereinafter referred to as offers) on the discover.swiss service platform for the roles of service provider and service user. In addition, the General Terms and Conditions (<https://discover.swiss/gtcs>), the Privacy Policy (<https://discover.swiss/privacy-policy>) and the Platform Guidelines (<https://discover.swiss/plattform-guidelines>) apply.

On behalf of the service provider, discover.swiss makes the offer available to interested service users on the service platform. The service user offers the services to the end customer via their own online information system. This agreement regulates the operational processing between the service provider, the service user and the discover.swiss cooperative (all referred to as parties).

1 Agency offer discover.swiss

- 1.1 discover.swiss brokers offers in the Direct Booking B2C/B2B variant. The offer can be made available to the end customer directly via the discover.swiss marketplace.

2 Rights and obligations of the service provider

- 2.1 The service provider has the following obligations:
 - 2.1.1 The Service Provider shall provide a Terms of Service agreement for mediation to Service Users as the legal basis for the use of the services offered.
 - 2.1.2 The service provider grants the service user a commission for the sale of the offers.
 - 2.1.3 The service provider is obliged to fulfil the advertised offer in full. In the event of non-fulfilment of the tendered offer, the service provider shall be liable to the end customer.
 - 2.1.4 Unless otherwise agreed, the delivery of *physical* offers (including returns) is the responsibility of the service provider. The exchange of information on a *physical* dispatch (incl. refunds) takes place directly between the service provider and the end customer.
 - 2.1.5 The service provider provides a support contact (B2B) to clarify questions from the service user.
 - 2.1.6 The service provider refrains from directly addressing end customers (e.g. in the form of direct marketing). This is the responsibility of the service user.
 - 2.1.7 The service provider must compensate discover.swiss for services rendered (see section 7).
- 2.2 The service provider is entitled to the following rights:
 - 2.2.1 Offers are publicised in the branding of the service provider.
 - 2.2.2 The offer can be customised by the service provider.

3 Rights and obligations of the service user

3.1 The Service User has the following obligations:

- 3.1.1 The Service User is responsible for the collection of all transactions carried out via discover.swiss and is liable for all fees charged by the payment service provider (including refunds and disputes) that are incurred for the transactions carried out.
- 3.1.2 The prices and quotas for offers are specified by the service provider. The prices are to be understood as recommendations.
- 3.1.3 View and comply with the general terms and conditions of the service provider, which are attached to the offer.
- 3.1.4 The service user is responsible for 1st level support for the end customer (B2C). Contact details are clearly displayed to the end customer on the offer pages and on the order confirmation (including details of opening hours where applicable).
- 3.1.5 ¹Compliance with the guidelines in accordance with myData when handling personal data in accordance with the principles of the my.discover.swiss account (e.g. for e-mail marketing).
- 3.1.6 The Service User is responsible for the proper operation of its online sales system.
- 3.1.7 The service user shall provide a support contact (B2B) to clarify questions on the part of the service provider.

3.2 The service user has the following rights:

- 3.2.1 The customer approach in marketing (e.g. e-mail marketing) is the responsibility of the service user.

4 Services discover.swiss

4.1 discover.swiss provides the following services for the processing of transactions:

- 4.1.1 Publication of the service provider's offer in the Info Centre and Marketplace/Tourism Services platform products of discover.swiss according to the *Direct Booking B2C/B2B* service variant.
- 4.1.2 Carrying out the setup process with the service provider and the service user.
- 4.1.3 Providing technical support (but not contacting end customers).
- 4.1.4 ²Communicating the service provider's service offer in the discover.swiss directory to ensure visibility of the offer for service users.
- 4.1.5 Processing of the offer in the discover.swiss marketplace.
- 4.1.6 Handling of the payment process between the players.
- 4.1.7 Handling the fulfilment processes. This may include the preparation and dispatch of the order confirmation from the mixed shopping basket, the delivery of a ticket or voucher (according to the possibilities of the administration system and the integration selected

¹ myData: <https://www.mydata.org/>

² Business Service Catalogue: <https://docs.discover.swiss/business/Business-Service-Katalog/business-services>

by the service provider), as well as the confirmation of general terms and conditions and data protection declarations by the end customer. The dispatch of physical goods does not fall within the remit of discover.swiss.

4.1.8 Supporting the refund process.

4.1.9 Issuing invoices and VAT receipts for the actors.

5 Refund of a purchase

5.1 If the Service User wishes to refund an item on the basis of the end customer's request, the Service User must comply with the general terms and conditions of the service provider. If anything is unclear, the service user must coordinate with the service provider via the support contact.

5.2 ³discover.swiss enables the Service User to refund the purchase amount to the end customer's means of payment via the self-service process in the Partner Portal or via the support discover.swiss .

5.3 ⁴The organisation of the physical return of an item is the responsibility of the service provider .

6 User agreement (Terms of Service)

6.1 ⁵As part of the setup process, the service provider draws up a Terms of Service agreement as the legal basis for the use of the service offered . This sets out the rights and obligations for the service user and the service provider.

6.2 discover.swiss ensures the existence of accepted Terms of Service on the part of Service Users.

6.3 If the effort required to fulfil the obligations of discover.swiss is disproportionate to the agreed remuneration, discover.swiss reserves the right to charge the service provider separately for this additional effort. discover.swiss is obliged to inform the service provider of such additional costs before they are incurred. The service provider has the right to refuse to agree to these additional costs, but this means that discover.swiss is not obliged to provide the requested service.

7 Remuneration

7.1 ⁶The Service Provider grants the Service User a commission for the sale of the offer, which is determined as a percentage of the purchase amount (gross amount) during the setup process . The commission is paid to the Service User by means of a user agreement (Terms of Service, cf. section 6). The entitlement to the agency commission does not apply to refunds.

7.2 discover.swiss may charge the service provider an annual fee for brokering the offers.

³ Mail contact: support@discover.swiss

⁴ Returns of physical goods can sometimes be influenced by delivery status and product type (e.g. food, non-food). The timing of monetary reimbursement may depend on this.

⁵ The drafting of the *Terms of Service* is supported by discover.swiss and is based on these GTC Tourism Services.

⁶ With the proceeds from the commission, the service user sometimes finances the payment fees from the payment service provider

- 7.3 All services provided by discover.swiss (see section 4), 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 services (<https://discover.swiss/services>). The fees are subject to statutory value added tax.

8 Offsetting

- 8.1 Payment processing for a purchased offer is carried out by discover.swiss on behalf of the service provider. For payment processing, discover.swiss uses a payment service provider integrated into the platform.
- 8.2 For payment processing, the service provider and the service user open a merchant account with the payment service provider integrated into the platform. This account opening is part of the setup process of discover.swiss.
- 8.3 The brokerage commission is deducted directly when the payment is processed and credited to the service user's merchant account.

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

- 9.1 These GTC-M apply in addition to the general terms and conditions of the discover.swiss cooperative.
- 9.2 Insofar as these GTC-M deviate from the general terms and conditions of the discover.swiss cooperative, the provisions of these GTC-M shall take precedence.
- 9.3 The application of any general terms and conditions of the service user is explicitly excluded.

10 Final provisions

- 10.1 discover.swiss reserves the right to supplement or amend these GTC-M at a later date. Changes will only be announced on the URL under which these GTC-M 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-M.
- 10.2 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.
- 10.3 Should any provision of these GTC-M 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.
- 10.4 In case of discrepancies or interpretation issues between the German and the English version of this GTC, the German version shall prevail.