

COSTA WEBSITES

General Terms and Conditions

for building and maintaining websites · version 1.0, September 2026

1 Scope

- 1.1 These T&C apply to all services of Costa Websites, Dominik Costa, Horw (Contractor), to its clients (Client). Deviations apply only if agreed in the agreement or the quote. The Client's terms and conditions do not apply.
- 1.2 The provisions on contracts for work (Art. 363 et seq. CO) apply to building a website; the provisions on mandates (Art. 394 et seq. CO) apply to support plans.

2 Scope of services and changes

- 2.1 The scope of services is set out conclusively in the quote. Anything not listed there is not included in the price.
- 2.2 Requests outside the agreed scope (e.g. extra pages or features, a new design direction, changes to approved parts) are quoted by the Contractor in writing beforehand, stating the price and the effect on the timeline. They are only carried out after the Client's approval; email is sufficient.
- 2.3 The website is optimised for the current versions of Chrome, Safari, Firefox and Edge on phone, tablet and desktop.

3 Revision rounds

- 3.1 A revision round is one consolidated written set of feedback on design or build within the agreed scope, and its implementation. Feedback sent in separate batches counts as separate rounds.
- 3.2 Fixing errors for which the Contractor is responsible does not count as a revision round. The number and price of further rounds are set out in the agreement and quote.

4 Client cooperation

- 4.1 The Client supplies the content (texts, images, logos, access) on time and in a suitable format, gives feedback within 7 working days and names a contact person who can make decisions.
- 4.2 The Client warrants that it holds the necessary rights to all content supplied and that this content does not infringe third-party rights or the law. The Client indemnifies the Contractor against any related third-party claims.
- 4.3 Hosting, domain and third-party accounts are opened in the Client's name. The Client is the contracting party of these providers and pays their costs directly.

5 Deadlines

- 5.1 Delivery times are estimates and start once the deposit and the complete content have been received. Only deadlines expressly agreed as binding in writing are binding. Prioritised delivery means the project is moved forward and worked on quickly; it does not guarantee a specific date.
- 5.2 Delays caused by the Client or third-party providers, or by illness or accident of the Contractor, move the deadlines accordingly. The Contractor informs the Client promptly of foreseeable delays.

6 Acceptance

- 6.1 On completion, the Client receives a test version, reviews it within 10 working days and reports defects in writing, with specifics.

- 6.2 The website is deemed accepted when the Client confirms this (email is sufficient), reports no material defects within the review period, or uses the website productively. Minor defects do not prevent acceptance and are fixed under the warranty.

7 Prices and payment

- 7.1 All prices are in CHF and are fixed prices for the scope described. For "from" prices, the fixed price set in the quote applies. The Contractor is currently not registered for VAT. If the Contractor becomes liable for VAT, VAT is added for services provided from then on.
- 7.2 Unless the agreement provides otherwise, services are invoiced once delivered and support plans monthly in advance. Invoices are payable within 14 days net. After the first reminder, default interest of 5 % per year applies (Art. 104 CO); from the second reminder, a fee of CHF 20.– is charged. In case of late payment, the Contractor may pause work.
- 7.3 Third-party costs (hosting, domain, third-party services, licences) are paid by the Client directly to the providers, without mark-up by the Contractor. Paid services are only used with the Client's consent.

8 Rights to the website

- 8.1 Upon payment in full, the Contractor assigns to the Client, exclusively and without limitation, all transferable rights in the client-specific work (design, the website's source code, texts, graphics, photos), including the right to modify and pass it on (Art. 16 Swiss Copyright Act). For generic, non-client-specific code building blocks contained in it, the Client receives a non-exclusive, perpetual and transferable right of use to the same extent. The Client receives the source code, the project files and all access credentials and may have the website maintained by anyone.
- 8.2 Third-party components (e.g. open-source libraries, fonts, stock photos) are subject to their licences. To the best of its knowledge, the Contractor uses only components that permit commercial use.
- 8.3 The Contractor may continue to use general know-how and the generic code building blocks under section 8.1. The Contractor does not reuse client-specific design and content for other clients.

9 Use of tools

- 9.1 The Contractor may use software tools, including AI-based assistants, to create the work. The Contractor reviews all results produced with them and remains fully responsible for the work.
- 9.2 The Contractor does not enter the Client's personal data, access credentials or information marked as confidential into AI services, except in anonymised form or with the Client's express consent.
- 9.3 Where no copyright arises in parts of the work, the Contractor grants the Client use of them to the same extent as under section 8.1 and warrants that it is not aware of any third-party rights in them.

10 Warranty

- 10.1 For 60 days from acceptance, the Contractor fixes defects reported in writing free of charge. The warranty is limited to such remedy. If the remedy fails after two attempts, the Client may request a reasonable price reduction.

- 10.2 The following are not defects: changes by the Client or third parties, outages at hosting or third-party services, effects of later browser or system updates, and errors in content supplied. Search engine rankings, visitor numbers and test scores are not guaranteed.

11 Liability and responsibility for content

- 11.1 The Contractor is liable under the law for intent, gross negligence and personal injury. Liability for slight negligence is limited to the fixed price of the respective order or, for support services, to the fees paid in the last 12 months, but at least CHF 1,000.–. Liability for indirect and consequential damage (e.g. lost profit, loss of data) is excluded to the extent permitted by law.
- 11.2 The Client is responsible for the lawfulness of the content and for the website's legal texts (e.g. imprint, privacy policy, terms). The Contractor does not provide legal advice.
- 11.3 In the technical implementation, the Contractor takes the common requirements of the Swiss Federal Act on Data Protection (FADP) into account to the best of its knowledge (e.g. HTTPS, data-minimising integration of third-party services) and points out recognisable issues to the Client. Responsibility for the website's data protection compliance lies with the Client.
- 11.4 The Contractor is not liable for the services, availability or price changes of third-party providers.

12 Confidentiality and data protection

- 12.1 The Parties treat non-public information of the other Party as confidential, also after the agreement ends.
- 12.2 Where the Contractor has access to the Client's personal data, it processes this data as a processor (Art. 9 FADP) solely on the Client's instructions and protects it with appropriate technical and organisational measures. The Client approves the sub-processors listed in Annex A of the agreement or in the quote. The Contractor informs the Client in advance of any further sub-processors; the Client may object within 10 days.
- 12.3 The website and hosting data are stored with Infomaniak in Switzerland. For third-party services, their storage locations apply.
- 12.4 Third-party services that receive data of website visitors (e.g. maps, booking, newsletter and shop systems, embedded videos or social media content) transfer this data abroad depending on the provider, including to the USA. The Contractor marks such services in the quote and integrates them in a data-minimising way, e.g. by loading content only after a click. They must be listed in the Client's privacy policy.
- 12.5 How the Contractor processes its clients' data is described in its privacy policy at costawebsites.ch/en/#privacy.

13 Support plans

- 13.1 Support plans have a minimum term of 3 months and can then be cancelled with 30 days' notice to the end of any month. They are invoiced monthly in advance. Unused hours expire at the end of each month.
- 13.2 Handling times count in working days (Monday to Friday, excluding public holidays in the canton of Lucerne) and mean the start of work on a request, not its completion.
- 13.3 Absences of the Contractor such as holidays announced at least 7 days in advance (no more than 6 weeks per calendar year in total), as well as illness and accident, are excluded from handling times. If the website is down, the Contractor still makes every effort to find a quick solution. Hours that could not be used because of an absence only expire at the end of the following month.

14 Withdrawal and termination

- 14.1 The Client may withdraw from the agreement at any time before completion (Art. 377 CO). Before design work has started, the deposit is refunded in full. After that, the Client pays for the work done on a pro-rata basis, but at least the deposit, plus any third-party costs incurred. The rights to work paid for pass to the Client under section 8.
- 14.2 Either Party may terminate the agreement for good cause in writing with immediate effect, in particular in case of a serious breach not remedied within 14 days of a reminder. Work done is billed on a pro-rata basis.
- 14.3 After handover, the Contractor deletes its access unless a support plan is in place. The Client should change the passwords.

15 Final provisions

- 15.1 The Contractor performs the services personally and only involves third parties with the Client's consent. The use of tools under section 9 does not count as involving third parties.
- 15.2 Amendments to the agreement must be made in writing; for approvals, change requests and acceptance, email is sufficient. If a provision is invalid, the rest remains valid.
- 15.3 The Contractor may amend these T&C. Existing agreements remain subject to the version agreed when the agreement was concluded. For support plans, the Contractor announces changes to the T&C or prices at least 60 days in advance; the Client may cancel the plan with effect from the date the changes take effect.
- 15.4 Swiss law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Place of jurisdiction is Lucerne, subject to mandatory statutory places of jurisdiction. Towards consumers, mandatory statutory provisions take precedence over these T&C.