COSTA WEBSITES

# General Terms and Conditions

for websites and software · version 1.2, October 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 An order is placed when the Client accepts a quote by signature, in writing (email is sufficient) or via the Contractor's online link. An agreement signed afterwards supplements the quote and takes precedence over it.

1.3 The provisions on contracts for work (Art. 363 et seq. CO) apply to building a website and developing software; the provisions on mandates (Art. 394 et seq. CO) apply to support plans and to hosting and maintaining software.

1.4 What these T&C provide for the website applies accordingly to software (e.g. web applications, booking platforms, dashboards, integrations), unless section 16 provides otherwise.

## 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 Websites and web applications are 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 Third-party accounts are opened in the Client's name. The Client is the contracting party of these providers and pays their costs directly. Section 14 applies to hosting and domain.

## 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. For Clients abroad, another currency (e.g. EUR) may be agreed on the quote or the invoice; the invoiced amount then applies. Fees for payments from abroad are borne by the Client. 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, support plans and software hosting and maintenance monthly in advance and hosting and domain yearly 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 Costs of third-party services and licences are paid by the Client directly to the providers, without mark-up by the Contractor. The Contractor invoices hosting and domain under section 14. 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 the website access credentials and may have the website maintained by anyone. Where the Contractor runs the hosting (section 14), the hosting account remains with the Contractor; the Client receives a complete copy of the website at any time on request.

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. Section 16.5 applies to software.

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, hosting and software maintenance, to their 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, including hosting and domain obtained through its account under section 14.

## 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, the software and their data are stored with the hosting provider named in the quote, by default 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 with a monthly fee 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. If the Client cancels earlier, the fees up to the end of the minimum term remain due as compensation for the capacity reserved (Art. 404(2) CO).

13.2 The “Pay as you go” option is not a plan: there is no commitment and no minimum term. Work is billed per started 15 minutes at cost, monthly in arrears.

13.3 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.

13.4 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 Hosting and domain

14.1 Unless the quote provides otherwise, the Contractor obtains hosting and domain in its own account with the provider and makes them available to the Client. The domain is registered in the Client's name as holder and belongs to the Client.

14.2 Hosting and domain are invoiced yearly in advance at the price set out in the quote, starting when the website goes live. The contract renews for one year at a time unless either Party cancels it with 30 days' notice to the end of the hosting year; email is sufficient. If the Client cancels with effect from an earlier date, amounts paid are not refunded pro rata, as compensation for the costs paid to the provider for the whole year (Art. 404(2) CO).

14.3 The Contractor may adjust the yearly price, in particular if the provider changes its prices. Section 17.3 applies.

14.4 After cancellation or on request, the Contractor hands over the domain transfer code and a complete copy of the website to the Client free of charge. Moving the website to another provider is invoiced at cost on request.

14.5 If a yearly invoice remains unpaid after the second reminder, the Contractor may take the website offline after 10 days' written notice and cancel hosting and domain with effect from the end of the period paid for. The Contractor does not let the domain lapse without first offering it to the Client for takeover.

14.6 Where the quote provides that the Client pays hosting and domain itself, they are in the Client's name. The Client is the provider's contracting party and pays the provider directly; the Contractor adds no mark-up. Sections 14.2 to 14.5 then do not apply.

## 15 Withdrawal and termination

15.1 The Client may withdraw from the agreement at any time before completion (Art. 377 CO). Before design or analysis 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.

15.2 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.

15.3 After handover, the Contractor deletes its access unless a support plan is in place or the Contractor runs the hosting (section 14) or the software (section 16). The Client should change the passwords.

## 16 Software

16.1 This section applies to developing and running software. It takes precedence over the other provisions of these T&C.

16.2 **Specification.** After the analysis, the Contractor prepares a specification and a clickable prototype. Once approved by the Client in writing (email is sufficient), the specification becomes binding; it details the scope of the quote. Where it departs from the quote, the Contractor quotes the difference under section 2.2.

16.3 **Stages and feedback rounds.** The software is built in stages and delivered on a test environment. A feedback round is one consolidated written set of feedback on the prototype or a stage within the specification; section 3 applies accordingly. The Client reviews the stages, provides test data (where possible without real personal data) and arranges the necessary access to third-party systems.

16.4 **Acceptance.** The review period for the finished software is 15 working days from its delivery on the test environment. A defect exists where the software deviates materially from the approved specification. Section 6 applies otherwise.

16.5 **Warranty.** The warranty for software is 90 days from acceptance; section 10 applies otherwise. Software that is free of errors in every situation is not possible with current technology and is not warranted.

16.6 **Integrations.** Integrations with third-party systems (e.g. Bexio, Banana, payment providers) are subject to their capabilities and terms at the time of the specification. If a provider later changes its interface or terms, the adjustment is billed at cost unless covered by the hosting and maintenance chosen.

16.7 **Data.** The data entered in the software belongs to the Client. The Client receives it on request at any time, at the latest when the agreement ends, in a common format (e.g. CSV or a database export). The Client is responsible for personal data in the software; the Contractor processes it as a processor under section 12.2 and, where there is an agreement, its Annex B.

16.8 **Rights.** Section 8 also applies to the software, including the source code, database structure and technical documentation. The Client receives these on handover, also where the Contractor runs the software.

16.9 **Hosting and maintenance.** Where the Contractor runs the software under the quote, this covers hosting of the application and database in Switzerland, security updates, daily backups kept for 30 days and availability monitoring. No specific availability is guaranteed; the Contractor fixes outages as quickly as possible within the handling times under sections 13.3 and 13.4. Hours included in a plan expire under section 13.1.

16.10 **Term.** Hosting and maintenance of the software have a minimum term of 3 months from go-live and can then be cancelled with 30 days' notice to the end of any month; email is sufficient. They are invoiced monthly in advance. If the Client cancels earlier, the fees up to the end of the minimum term remain due as compensation for the infrastructure provided (Art. 404(2) CO).

16.11 **End of hosting.** When hosting and maintenance end, the Contractor hands over the current version of the software and a complete export of the data free of charge. Help with moving to another provider is billed at cost. If an invoice for hosting and maintenance remains unpaid after the second reminder, section 14.5 applies accordingly; before taking the software offline, the Contractor gives the Client an export of its data.

16.12 **Run by the Client.** Where the Client runs the software itself, the Client is responsible for hosting, updates, backups and data security. The Contractor hands over installation instructions for this.

## 17 Final provisions

17.1 The Contractor performs the services personally and only involves third parties with the Client's consent. The use of tools under section 9 and of hosting and domain providers under sections 14 and 16 does not count as involving third parties.

17.2 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.

17.3 The Contractor may amend these T&C. Existing agreements remain subject to the version agreed when the agreement was concluded. For support plans, software hosting and maintenance, and hosting through the Contractor, the Contractor announces changes to the T&C or prices at least 60 days in advance; the Client may cancel with effect from the date the changes take effect.

17.4 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, including those of their country of residence, in particular a statutory right of withdrawal and mandatory places of jurisdiction.