

General terms and conditions

1 General

These general terms and conditions regulate the relation between clients and Easy Code-IT for the help service "SmartBusiness.Help", including its purchase, appointment reservation, session in itself, and all further services in connection with "SmartBusiness.Help"

1.1 Specification and Definitions

"Client": The client

"Service": The summary of all services, which EasyCode-IT provides in connection with "SmartBusiness.Help": Online registration, information e-mails, pre-configuration without the client, configuration session with the client, as well as any guarantee and special services.

"Online registration": All the steps that are performed under the following URL: <https://smartbusiness.help/signup>

"Info-mail": Information e-mail, which is sent to the clients automatically after online registration.

"Pre-configuration": EasyCode-IT AG will, as far as possible, adjust and prepare the configuration of the relevant client's PostFinance SmartBusiness account before each configuration, as far as the known information allows.

"Session": The period in which EasyCode-IT AG or their employees contact the client by telephone and screen transmission to finalise the configuration of the PostFinance SmartBusiness software, and explain it briefly to the client.

2 Participation and Usage Requirements

2.1 Registration

The present general terms and conditions (AGB), as well as the conditions of participation (TNB) must be expressly agreed to by the client within the online registration, by clicking the appropriate check box.

The client must register for the service online, by fully and truthfully completing the online registration.

In the case of actions contrary to these conditions, EasyCode-IT AG reserves the right to refuse or cancel their services, reverse the purchase and charge the client for any costs caused by these actions.

2.2 Facilitation

The client possesses the necessary rights and competencies required to represent the company that they have indicated during online registration in effecting the purchase and all following steps.

The client agrees to the usage of the PostFinance SmartBusiness online service, to the disclosure of the data required for configuration, and to the use of third-party software, namely "TeamViewer" and "Google Authenticator".

At the time of the session, the client commits themselves to having access to the Internet from a computer (operating system: Windows XP or older, or Mac OS X 10.6 or older) with a screen (minimum resolution: 1024 x 600 pixels), and a mouse. On the same computer, the client has access to the e-mail account with which they registered or will register for PostFinance SmartBusiness. During the session, the client is in possession of a working telephone, and is of sufficiently good health to carry out the session.

The tasks specified in the confirmation e-mail are to be seen as "mandatory to complete before the session". If the client does not complete these steps, EasyCode-IT AG cannot guarantee that they will perform their service fully and to the client's inputs during the purchasing process.

2.3 Right to Revocation

The agreed upon appointments are binding.

The client has the right to revoke the purchase of the services by writing an e-mail to info@smartbusiness.help. This must be done no later than 48 hours prior to the appointment.

The client is granted the opportunity to arrange a new appointment for the session. In this case, the client must write an e-mail to info@smartbusiness.help at least 48 hours in advance. The client will then be contacted by telephone to arrange a new date.

If the client is not reachable during the time of the session, or if the session cannot be carried out for other reasons that are in the power of the client, there is no claim to a full or a partial refund of the purchasing price.

EasyCode-IT AG reserves the right to charge separately for make-up sessions.

3 Description of Services

3.1 Scope

If the client meets the obligations that our service involves fully and on time, then the service purchased from EasyCode-IT AG by the client includes the pre-configuration of their PostFinance SmartBusiness account, and the configuration and training during the session appointment with a maximum duration of 2:30 hours. If the client purchases additional services under step 2 of the online registration, the maximum duration of the session is increased by 30 minutes for each expansion.

3.2 Delimitation

For all questions regarding PostFinance SmartBusiness, the client should turn to the relevant support of PostFinance.

With the verbal agreement of the client to end the session, the service of EasyCode-IT AG is seen as completed and is thus definitively concluded.

If it is later revealed that the service was incompletely dealt with and the maximum duration of 2:30 hours was not reached, then EasyCode-IT AG will perform the missed services later. The client has no right to a complete or a partial refund of the purchasing price.

4 Obligations of the Client

With the purchase and use of "SmartBusiness.Help", the client commits to not violating any contractual or legal obligations. The client is obligated to do everything in their power to ensure that the configuration can be successfully completed.

5 Data Protection and Data Retention

EasyCode-IT AG stores all the data and information gained from the client in its own infrastructure in Switzerland, and will not sell it to third parties.

6 Liability

EasyCode-IT AG is liable for damage caused that is their fault. EasyCode-IT AG's liability for property damage and financial damage is excluded in the case of slight negligence, unless an essential contractual obligation is violated. EasyCode-IT AG is not liable for the proper functioning of third-party software, especially TeamViewer, PostFinance SmartBusiness, Google Authenticator, the Internet, telephone networks, Microsoft Office products, software used by the client or their e-mail service or foreign logins used by the client.

The client is liable for damages that arise for EasyCode-IT AG or third parties due to the improper (contrary to the contract or unlawful) use of "SmartBusiness.Help" by the Client. In the case that third parties assert a claim directly against EasyCode-IT AG in connection to a culpable improper use of "SmartBusiness.Help" by the client, the client is obligated to fully indemnify EasyCode-IT AG.

7 Changes to the Terms and Conditions

EasyCode-IT AG can change the general terms and conditions at any time. The changed general terms and conditions apply to the client if the purchase occurs after the change, or if the client postpones their date. EasyCode-IT AG is entitled to reverse any obligations with the client if the changes to the general terms and conditions are not accepted by the client.

8 Severability Clause

If individual regulations of this contract prove to be invalid or unlawful, the validity of the contract remains untouched. In this case, the regulation concerned should be replaced by an effective and economically as equivalent as possible regulation as long as consumer protection regulations do not oppose this.

9 Place of Jurisdiction

In all cases Biel/Bienne BE, Switzerland is agreed on as the place of jurisdiction.

10 Applicable Law

Exclusively Swiss law is applicable to this contractual relationship

11 Contact Address

For the contact address, refer to the website of EasyCode-IT AG