

General terms and conditions POLITmonitor

Version from 07.06.2021

1. Introduction

1.1. Scope

These provisions apply to end users (users) of the services and the associated websites (services) of POLITmonitor, provided by polsan AG, Schweizerischer Gemeindeverband and basis06 AG (POLITmonitor).

These Terms supersede any prior agreements between you and POLITmonitor regarding the use of the Services.

By using or continuing to use the Services, you agree to be bound by these Terms. Clauses that continue by their terms survive the expiry or termination of these Terms.

1.2. Changes

These terms may change as the services evolve, for technical reasons, due to operational requirements or if required by applicable law.

We will notify you of an intended change before it becomes effective via the User Interface, in an email message or by other appropriate means.

If you use the Services after the effective date of the change, you agree to the new terms. If you do not agree to the new terms, you must stop using the services.

2. Protection of your data

2.1. Data protection provision

Your privacy is important to us. Please read the POLITmonitor Privacy Policy at <https://www.politmonitor.ch/en/legal-issues/>. This describes what types of data are collected about you (data), how your data are used and the legal basis on which your data are processed.

2.2. Your contents

Our services allow you to save your content. We do not claim ownership of your content, you are responsible for it.

We reserve the right to refuse your Content, block access to the Services, or discontinue providing the Services if you fail to comply with the technical specifications permitted for the Service, violate applicable law by using the Service, or otherwise materially violate these

Terms. POLITmonitor reserves the right to review your Content to the extent necessary to investigate suspected violations of these Terms.

3. Use of the services

3.1. Registration and authorisations

Your registration is required to use the Services. You agree not to provide false, inaccurate or misleading information when registering. If you are creating an Application on behalf of a legal entity, such as your company or employer, you represent and warrant that you have the legal authority to bind that legal entity to these Terms. By registering, you represent that you are "of legal age" or that you have the valid consent of a parent or guardian to be bound by these Terms.

You may not transfer your POLITmonitor login information to another user or legal entity. For your protection, you must keep your login details, and in particular the password, confidential.

Services and content provided by POLITmonitor are for your personal use only. Other uses, such as downloading, copying or redistributing these materials or using the materials or products to create your own products, are only permitted to the extent that this is expressly authorized by POLITmonitor or the rights holders or is lawful under applicable copyright law. POLITmonitor or other rights holders reserve all rights not expressly granted by POLITmonitor under the license terms.

If documentation is provided with the Services, you may copy and use it for your personal reference purposes.

You may not use the Service to attempt to gain unauthorised access to any Services, data, accounts or networks in any way.

The Services are used via a suitable terminal device that is connected to the Internet and has an up-to-date Internet browser. Any connections, rates, contracts and/or equipment required to use the Services, including fees and charges billed by their providers, are your responsibility. These fees are in addition to the fees we charge for the Services. Check with the relevant provider to find out whether you will be charged any fees and if so, how much.

In the case of important notices about a service you are using, we will send you service notices and information that we are required by law to provide to the email address you provided when you registered with us.

3.2. Termination of services

You can cancel POLITmonitor's services by contacting our customer service via <https://www.politmonitor.ch/en/contact/>. If you cancel, your services will end at the end of

your current service period or, if we charge you for a service periodically, at the end of the period in which you cancelled.

If your Services are terminated (either by you or by us), firstly your right to access the Services will end. Secondly, we will delete any data or content associated with your Service (unless we are required by law to retain, return or transfer it to you or a third party nominated by you). You may then no longer be able to access the Services (or your content stored on those Services). You should therefore back up your data regularly.

3.3. Availability

We make every effort to keep the services running - nevertheless, all online services are occasionally affected by interruptions and outages. It is therefore possible that services may be unavailable from time to time or may only be offered for a limited time. If the service is affected by an outage or interruption, you may be temporarily unable to access your content. We recommend that you regularly back up your content and data stored on the Services.

We are continually working to improve the Services and, in this respect, we reserve the right to change the Services or take other appropriate action at any time. This applies in particular if our contracts with third parties no longer allow us to provide their material, if it is no longer practical for us to do so, if technology develops further or if customer feedback indicates that a change is necessary. We will notify you in advance of any material changes to chargeable services.

If we cancel a chargeable service, we will refund to you on a pro rata basis the amount of any payments you have made in respect of the unpaid portion of that service at the time of cancellation.

We endeavour to make our services available on as many end devices as possible, but cannot guarantee the functionality and, in particular, the consistently identical and error-free display with regard to the specific hardware and software configuration used by the user in each case.

3.4. Support

We offer limited support for our services ("best effort") via email. Contact us if you are interested in extended support or additional services.

4. Payment terms

4.1. General

When using a chargeable service, these payment terms apply and you agree to these payment terms. If a fee is charged for any part of the Services, you agree to pay the fee. The price quoted for the Services includes all applicable taxes unless otherwise stated. You are solely responsible for the payment of such taxes or other charges.

4.2. Price changes

If your services are used on a monthly basis and for an indefinite period of time and it is not a trial offer, we may adjust the price of the services if, for example, we introduce new or improved service features or to adapt to changes in the market.

We will notify you at least 30 days before the price change takes effect. You will be given the opportunity to cancel the Service before the price changes. When we tell you about the price change, we will tell you that the new price will take effect if you do not cancel the service.

If a fixed term and price has been agreed for your service offer, this price will apply for the term in question. If you wish to continue using the services thereafter, you must agree to a new offer and price.

4.3. Payment methods

To pay for a service, you will be asked to provide a payment method when you sign up for that service.

You can request and change billing information and payment method by contacting our customer service via <https://www.politmonitor.ch/en/contact/>. You agree that POLITmonitor may use updated account information provided by your issuing bank or the relevant payment system, if applicable. You agree to update your account and other information, including email address and payment method details, in a timely manner so that we can process your transactions and contact you about your transactions if necessary.

By providing POLITmonitor with a payment method, you represent and warrant that you are authorized to use the payment method you provide and that all payment information you provide is true and correct, authorize POLITmonitor to charge you for the Services or available Content using the payment method you provide, and authorize POLITmonitor to charge you for any paid features of the Services for which you have signed up or that you use, so long as these Terms remain in effect.

4.4. Deadlines

For services purchased on a subscription basis, you agree to make monthly payments to POLITmonitor by the payment method you choose until the subscription for the service is cancelled by you or POLITmonitor. By authorising regular payments, you authorise POLITmonitor to store your means of payment and to process these payments as electronic debits or transfers or electronic collections from your specified account (in the case of payment processing via automated clearing houses) or as charges to your specified account (in the case of payments by credit card).

Subscription fees are generally invoiced or debited in advance for the relevant subscription period. If a payment is returned unpaid or if a credit card or similar transaction is declined or denied, POLITmonitor reserves the right to collect any fees incurred for chargebacks, rejections or insufficient funds.

4.5. Invoicing

If your invoice contains an error, we will check it upon notification (or our own discovery) and correct it immediately. We recommend that you notify us of an obvious error in your statement within 10 days, as we can more easily make corrections within this period. You can also contact Customer Services at any time in this regard.

If you believe that POLITmonitor has invoiced you in error, please contact POLITmonitor to check the invoice.

4.6. Late payment

In the event of late payment, you must pay our reasonable costs incurred in collecting overdue amounts, including attorneys' fees or other legal costs to the extent permitted under applicable laws and regulations. After we have notified you that we have not received a payment on time or in full, we may suspend or terminate your services if you do not pay the full amount within the time limit set. By blocking or terminating the Services due to non-payment, you may lose access to the Services and your Content.

4.7. Remuneration

In the event that we owe you a payment, you agree to provide us with all information we need to make a payment to you in a timely and clear manner. You are responsible for all taxes and fees you may incur as a result of the payment. If you receive a payment in error, we may reverse or require a refund of the payment. You agree to cooperate with us in our efforts to do so.

5. Additional provisions

5.1. Warranty

As a consumer, you have certain legal rights. These rights oblige POLITmonitor, among other things, to provide the services with reasonable care and expertise. However, POLITmonitor does not provide any warranty or guarantee for error-free and uninterrupted accessibility and usability of the Services or the functions contained therein. Your statutory warranty rights remain unaffected by the above provision.

5.2. Limitation of liability

POLITmonitor is not responsible for your content, your materials, or any other third party materials, including links to third party websites and activities provided by users. Such content and activities are neither attributable to POLITmonitor nor do they reflect the opinion of POLITmonitor.

POLITmonitor is not liable if essential contractual obligations or legal obligations under applicable law have been breached.

POLITmonitor, its indirect representatives and/or legal representatives are not liable for indirect damages, including financial losses such as lost profits.

POLITmonitor shall not be responsible or liable for any failure to perform or delay in performing its obligations under these Terms to the extent that such failure or delay is due to circumstances beyond POLITmonitor's reasonable control. POLITmonitor shall make every effort to minimise the impact of such events and to fulfil the obligations not affected thereby.

5.3. Copyright protection notices, reservation of rights

The services of POLITmonitor are protected by copyright. The names, logos and symbols used may be trademarks or registered trademarks of POLITmonitor in Switzerland and/or other countries. The names of actual companies and products may be trademarks of their respective owners. All rights not expressly granted herein are reserved. Certain software used in POLITmonitor website servers is based on code licensed as open source from third parties. All rights are reserved.

Except as expressly provided in these Terms, POLITmonitor does not grant you any license or other rights of any kind with respect to patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by POLITmonitor or any related entity. This also applies to names, trade dress and the like.

If you submit ideas, suggestions or feedback to POLITmonitor, such as ideas for new products, technologies, promotions or product names, or feedback and suggestions for

improvements to products ("Feedback"), you grant POLITmonitor the right, free of charge, royalty and other obligations to you, to create or have created derivative works of your Feedback, and to use, disclose and commercially exploit your Feedback in any manner and for any purpose.

5.4. Transfer of rights and obligations

We may assign, transfer or otherwise dispose of our rights and obligations under these Terms at any time and without notice, so long as it is not to your detriment. You may not assign, transfer or otherwise dispose of these Terms or any rights to use the Services.

5.5. Severability clause

All parts of these Terms shall apply to the maximum extent permitted by applicable law. If any court or arbitrator finds that we cannot enforce any part of these Terms to the fullest extent permitted by applicable law, such provisions shall be deemed superseded by similar provisions enforceable to the fullest extent permitted by applicable law and the remaining provisions shall remain unchanged.

5.6. Legal choice and place of jurisdiction

Swiss legislation applies to all claims in connection with free and chargeable services. The competent place of jurisdiction for all legal disputes arising from or in connection with these provisions is Bern.

5.7. Language versions

These General Terms and Conditions POLITmonitor were written in German. They were subsequently translated into other languages. In the event of problems of interpretation, the German version shall apply.