

# General terms and conditions for the use of the evenito platform

## 1. Introduction

### 1.1 General

evenito AG, Binzstrasse 23, 8045 Zurich, Switzerland ("**evenito**") operates an online platform ("**Online Platform**") at [www.evenito.com](http://www.evenito.com) for the digital handling of event management tasks for event organisers (companies, associations and other organisations; hereinafter "**Customers**"). The aim of evenito is the complete digitalisation of the process between customers and guests of the events, to which further services may be added.

As owner, evenito manages the online platform and the website [www.evenito.com](http://www.evenito.com), its mobile version and the 'evenito check-in' app (hereinafter the "**Services**").

evenito AG is domiciled in Zurich and registered as a public limited company in the Commercial Register under the identification number CHE-272.774.030.

### 1.2 Scope of Application

These General Terms and Conditions ("**GTC**") govern the conclusion, content and execution of contracts between evenito and the customer for the use of the Services and for any other services. By using the services, the present GTC are accepted.

The GTC form an integral part of every contract between evenito and the customer. They shall apply to all present and future business relations, whereby no new express agreement shall be required. In the event of a Service Level Agreement ("**SLA**") concluded separately between the customer and evenito, this shall form a further component of the contractual relationship. In the event of a conflict between the individual agreements (incl. SLA) and these GTC, the provisions of the individual agreement shall take precedence.

Any GTC of the customer shall not apply to the contractual relationship between evenito and the customer.

In the event of contradictions between the various language versions of the GTC, the current German version shall prevail.

### 1.3 Conclusion of the contract

Subject to a separate provision, a contract shall be concluded when evenito confirms to the customer in writing or in electronic form that the agreed service will be provided by evenito.

Evenito shall be bound by written offers for a period of 30 days, unless a different period is stated on the offer.

Booking of individual events

Customers have the option of booking individual events or projects via evenito.

In the case of an individual event or project, the services and remuneration are defined in the written offer.

License contracts

Customers also have the option of concluding annual contracts with evenito for an agreed number of events ("**license contracts**").

In the case of license contracts, the services and remuneration are defined specifically for each customer in the respective contract.

## **2. Services provided by evenito**

### **2.1 Scope of Services**

#### **2.1.1 Online platform**

evenito shall provide the agreed service for the customer within the framework of the contract in return for the corresponding remuneration and shall make its "Software as a Service" (SaaS) available. The respective current scope of functions and the respective current range of services is described on the website of evenito. evenito shall endeavour to continuously develop the online platform in accordance with the needs of the market and the technological possibilities. The subject matter of the contract shall include the respective current development stage. Unless otherwise agreed, the customer shall not be entitled to claim that the scope of functions and the range of services remain unchanged. If additional functions and services are made available to the customer, these GTC shall also apply to them. evenito reserves the right to decide at its own discretion whether and under which conditions new functions and services - i.e. those not yet existing at the time of conclusion of the contract and possibly subject to a charge - shall be offered to the customer.

evenito reserves the right to have all or further services to which evenito is obliged under the contract provided by a third party. The data protection and confidentiality provisions shall be complied with in this case.

#### **2.1.2 Third-party services**

evenito may offer the customer the possibility to use additional services of third party providers, which are integrated into the online platform ("**third party services**"). The third-party services are marked accordingly on the online platform. With regard to the use of the Third-Party Services, the respective Third-Party Service Provider shall be the sole contractual partner of the Customer. The customer acknowledges and agrees that the third party provider is solely responsible for the provision of these services and that evenito is in no way responsible for their availability or compatibility with the online platform. In particular, the design of the data protection notices as well as the configuration of the consent management in evenito shall be the responsibility of the customer as the sole responsible party within the meaning of Art. 4 (7) GDPR. evenito shall therefore not assume any liability for damages resulting from the use of these third-party services. The providers of third-party services working for evenito are listed in our Data Processing Agreement.

## **2.2 Right of use and conditions of use**

### **2.2.1 Right of use**

The customer shall be granted a non-exclusive, personal, non-transferable and non-sublicensable right of use to the online platform of evenito for the duration of the contract, (i) to access the online platform via the Internet and (ii) to use the online platform as intended.

evenito does not sell the online platform, but leaves it to the customer for use. The customer may not sell, resell, distribute or copy, transfer, publish, disclose, rent, lease or license the platform (or parts thereof) himself or permit third parties to do so. The customer may not modify, translate or create derivative works from the online platform, or reverse engineer, disassemble or decompile the online platform, or permit third parties to do so.

#### **2.2.2 Access to the Online Platform**

Access to the online platform shall take place via the customer's Internet access. evenito shall set up a customer account for the customer for this purpose.

The customer undertakes to control access via the customer account and shall be responsible for their use of the platform. The customer shall be responsible for maintaining the confidentiality of the access data and shall inform evenito immediately of any possible misuse of the same or of any security incident that could impair the provision of the services by evenito.

## **2.3 Maintenance and operation**

Evenito shall maintain and operate the online platform in accordance with the contractual requirements.

Customers shall additionally have the possibility to make inquiries regarding

- Availability of the online platform,
- stand-by times,
- fault management,
- response and troubleshooting times and
- consequences in case of non-compliance with the service levels

agree on a separate SLA with evenito, which grants a higher standard of technical services and response times in case of interruptions.

The provisions in the SLA that deviate from these GTC shall take precedence over the GTC. In all other respects, the provisions on the availability of the online platform shall apply (cf. Section 5.1).

## **2.4 Hosting**

The online platform, its database and the services (subject to third-party services; cf. section 2.1.2 above) shall be administered by evenito and the customer data shall, unless otherwise agreed, be hosted in Switzerland. Mail servers may be located abroad. However, evenito shall not be liable for any damage caused by or in connection with the web host service. Liability regulations are defined in the Data Processing Agreement.

## **2.5 Relationship with end customers**

The planning, organisation and implementation of an event is the sole responsibility of the customer. A contract on the implementation and participation of the end customer in an event is concluded solely between the customer and the end customer. The customer shall draw the end customers' attention to this fact.

evenito may post general terms and conditions, other contractual regulations (e.g. conditions specifically applicable to the event, refund guidelines, etc.) as well as other information and notices (e.g. access restrictions) via the online platform and integrate them into the end customer's registration process. evenito may provide the customer with possible contractual components for this purpose, which the customer may provide as part of the contract with the end customer. If marked accordingly on the online platform, the customer shall be obliged to include individual provisions made available by evenito as part of the contract with the end customer.

## **3. Third-Party Services**

### **3.1 Payment of the agreed price / invoicing**

#### **3.1.1 Prices and value added tax**

evenito shall provide the services at the prices as agreed in the contract. The fee shall consist of, among other things, the licence price, one-off project costs for the set-up (setup costs), training costs and any other costs incurred in the implementation of customer-specific requests.

Unless otherwise stated in the contract, value added tax is due in addition.

### **3.1.2 Due date and invoicing**

Invoicing for software use and services shall take place for customers who book individual events or projects when the order is placed. For license contracts, invoicing shall be in accordance with the contractual agreement.

Unless otherwise agreed, the client shall pay the invoice by the due date stated in the invoice or within the specified payment period. If no due date or payment period is specified, a payment period of 30 days from the date of invoicing shall apply.

### **3.1.3 Third-party services**

The costs for the third-party services (cf. section 2.1.2 above) are generally invoiced to the customer separately and in accordance with the customer's agreement with the third-party provider.

## **3.2 Customer's duty to cooperate and content-related responsibility**

### **3.2.1 Obligations to cooperate**

The customer is responsible for the provision and maintenance of the required end devices, the data line to the online platform (e.g. hardware and operating system, network devices or internet connections, etc.) and ensures that their configuration and technical status comply with evenito's current specifications.

Before sending data and information to evenito, the customer checks them for viruses and uses state-of-the-art virus protection programs. It is the responsibility of the customer to make backup copies of the data that he transmits to evenito and to keep them on his own.

The customer is responsible for complying with the system requirements and for ensuring that his selected users are familiar with the correct operation when uploading documents (such as Excel guest lists) to the online platform.

The customer undertakes not to deliberately disrupt, interrupt or manipulate the software or the service in any way.

### **3.2.2 Responsibility for content and third-party claims**

The customer undertakes to ensure that he only stores, manages or makes available to the end customer such content using the online platform that is in accordance with all statutory provisions of the applicable law. The customer also ensures that he only saves, manages or makes publicly accessible content using the online platform, the rights of third parties (namely national and international copyrights and trademarks, patents, names and trademarks as well as other commercial rights do not violate property rights and personal rights). The customer guarantees to evenito that he has the necessary rights for the storage, administration, publication or other use of the content. If there are evenito indications that the content published by the customer violates one of these obligations, evenito is entitled (but not obliged to the customer) to correct, remove or publish this content in whole or in part - regardless of further contractual or legal rights via the online platform.

The customer indemnifies evenito from all indirect and direct damage, claims, costs (including the costs of appropriate legal representation), expenses and other disadvantages that evenito incurs from the fact that third parties (including end customers and possible auxiliary persons of the customer) against evenito because of a Violation of the rights of third parties or a violation of legal regulations in connection with the use of the services, in particular the publication of content via the online platform, assert claims ("**third-party claims**"). The customer will support evenito in every judicial and extrajudicial defense of third-party claims and, upon request, provide evenito with all data, documents and other materials that evenito considers necessary or helpful in dealing with third-party claims.

In addition, in the event of a justified assertion of third-party claims, evenito is entitled to terminate the contract without notice.

## **4. Contract duration and termination**

For customers who book the services for individual events or projects, the contractual relationship ends on the day after the booked event or delivery of the project.

In the case of license contracts, a contract duration of 365 days applies from the conclusion of the contract. The contract is automatically extended unless it is terminated in writing by a contractual partner with 90 days' notice to the end of the contract year. Under the same conditions, only individual usage segments of the long-term contract can be terminated.

Events already published at the time of the declaration of termination remain unaffected by the termination. The present contractual provisions continue to apply to the extent necessary for the execution of the respective event until the end of the event, provided that the customer fulfills his financial obligations and there is no good cause for termination of the contract by evenito.

In the event of a breach of the obligations from these terms and conditions, evenito has the right to suspend the services and / or block access to the website and the online platform and / or to terminate the contract with immediate effect, subject to the assertion of damages, if the Customer does not cancel the breach of his obligations within the deadline set by evenito.

In the event of a serious breach of the obligations from these terms and conditions, evenito has the right to terminate the contract with immediate effect, subject to the assertion of damages, without notice and without setting a period for improvement.

## **5. Warranty**

### **5.1 Availability of the online platform**

evenito undertakes to provide its services carefully and professionally. As part of the provision of the software or the services for use by the customer, evenito takes the usual state-of-the-art measures to guarantee the customer the most uninterrupted availability possible. However, the customer is aware that, even with careful development, errors cannot be completely avoided. evenito guarantees neither the uninterrupted, secure and error-free execution of the functions of the services, nor the completeness, correctness, accuracy, timeliness and reliability of the services.

If the customer discovers a lack of a service, he must inform evenito immediately. evenito takes the measures necessary to remedy the defect without incurring costs for the customer, provided that evenito is responsible for the defect.

Any deviating agreements in the respective contract or any SLA remain reserved.

### **5.2 No guarantee for legality, correctness and completeness**

The customer acknowledges and agrees that evenito does not guarantee that the usage of our online platform (including any third-party services) is in line with the legal provisions applicable in the legal relationship between the customer and his end customers (in particular the requirements of e-commerce, consumer and data protection). It is the sole responsibility of the customer to ensure that these provisions are adhered to and followed in the legal relationship between the customer and the end customer. This also applies in particular if the contract templates made available by evenito are used.

The customer acknowledges and agrees that the content created by the customer using the evenito services is not checked for clarity, topicality, legality, correctness and completeness. Accordingly, evenito assumes no liability for damage resulting from incorrect, untrue, incorrect, incomplete or other publications by the customer.

## 6. Liability

Evenito is only liable for direct damage that can be traced back to behavior contrary to the contract on the part of evenito or third parties it has engaged if gross negligence or intent can be proven. Any further liability on the part of evenito, its subcontractors and vicarious agents, in particular for compensation for indirect, indirect or consequential damage such as lost profit, loss of earnings or loss of production, loss of data and liability for slight negligence are expressly excluded, insofar as this is legally permissible.

evenito assumes no liability for interruptions due to maintenance or for reasons for which evenito is not responsible, such as, force majeure or disruptions in the connection to the internet at evenito itself or at the customer's. In particular, evenito excludes any liability for damage caused by unauthorized interventions by third parties on the server infrastructure of the hosting provider and the systems of evenito or the hosting provider or the improper use of the online platform. The customer alone bears the risk of such damage. This applies, for example, to interventions by computer viruses or DDoS attacks. The exclusion of liability also includes damage suffered by the customer as a result of measures to prevent such interference.

The customer is obliged to indemnify and indemnify evenito from liability for all claims, losses, expenses, damage and costs and reasonable attorney's fees resulting from its use, misuse or inability to use the online platform keep.

Links to third party websites are only provided by evenito for the convenience of customers. Using these links will leave the evenito website. Such links do not represent sponsoring or a recommendation by evenito or the third party provider. Evenito is not responsible for the availability or the content of such websites.

## 7. Privacy and Data protection

The handling of evenito with personal data of customers and users of the online platform is regulated in the data protection declaration and the data processing agreement, which are agreed upon conclusion of the contract, which can be accessed under this link: [\[Link\]](#)

## 8. Final Provisions

### 8.1 Amending clause

The current version of the GTC is applicable. If the terms and conditions are changed, they will be sent to existing customers by email. The changes are considered accepted if the customer does not contradict them in writing within 10 days of notification, or if the customer continues to use evenito services after they have been sent.

### 8.2 Severability clause

Should individual provisions of these terms and conditions be void or legally ineffective, this shall not affect the validity of the remaining provisions. In the event that a provision is void or ineffective, it must be replaced by a provision that comes closest to the economic purpose of the ineffective provision.

### 8.3 Applicable Law and Jurisdiction

The contractual relationship between the customer and evenito (including these terms and conditions) is subject exclusively to Swiss law, excluding international agreements, in particular the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1998. The place of jurisdiction is Zurich.