

## I. Scope of validity

1. These General Terms and Conditions govern the scope and conditions of the contractual relationship between customers (hereinafter referred to as the Customer) and DomizilPlus for the use of services.
2. The use of specific services may be governed by additional Terms and Conditions (if in doubt contact DomizilPlus).

## II. General

3. DomizilPlus supports entrepreneurs and offers a range of corresponding services.
4. The products, services and prices offered by DomizilPlus are listed in its current published communication media and may be consulted at [www.domizilplus.ch](http://www.domizilplus.ch)
5. DomizilPlus is the tenant of office space at Max-Högger-Strasse 6 in CH-8048 Zürich.

## III. Range of services

6. DomizilPlus generally offers the Customer a choice of service package, fully described in Scope of Service Packages document.
7. DomizilPlus provides the Customer formal domicile at its office space. If specifically agreed, DomizilPlus also provides the Customer the furnished office of ca. 20 m2 (for shared usage) and a toilet in the office building at the above mentioned address.
8. The Customer intends to set up its headquarters or branch in the offices of DomizilPlus.
9. DomizilPlus is also willing to provide the Customer additional services if these services are requested and if their realization is possible, legal and ethical.
10. The Customer grants to DomizilPlus and, respectively, the relevant staff the authority to accept on his behalf phone calls, mailings and official orders of all kinds. However, significant efforts on behalf of the Customer are subject to additional agreement and hourly charge of at least two hundred Swiss francs per hour.
11. The Customer cannot receive certain shipments through the DomizilPlus, in particular (not the exhaustive list): packages and periodical publications (unless agreed

otherwise), Cash on Delivery (N), personal delivery (RMP), debt collection documents (BU), shipments subject to tax and those with extra postage, money orders and writs (GU). DomizilPlus returns all excluded items to sender.

12. Use of furnished office is offered on a first come, first served basis. Allocation is automated and non-discriminative. Cancellations are refundable if they are done at least five business days in advance. The Customer is obliged to leave the office clean and tidy, in the same condition as it was received, otherwise cleaning fee of fifty Swiss francs per hour is charged.
13. DomizilPlus informs the Customer within the legal limits about further offers and services from DomizilPlus, its partners or affiliates.

## IV. Liability

14. From the realization of services, no additional rights beyond explicitly granted can be derived in favor of the Customer.
15. The Customer accepts full liability for direct or indirect damage which is caused to DomizilPlus by the realization of agreed upon services. DomizilPlus bears no responsibility or liability (direct or indirect) for any damages caused by the Customer.
16. The realization of agreed upon services does not imply affiliation, promotion, support, approval, investigation, verification or monitoring of operations of the Customer by the DomizilPlus.
17. DomizilPlus pays the corresponding rent for its office space and to the necessary staff. There are no further payment obligations for the DomizilPlus. DomizilPlus may at any time engage third parties to provide its services.
18. In a case of changing its address, the DomizilPlus bears the costs for the Customer up to an amount of fifty Swiss francs.

## V. Prices and payment terms

19. For the realization of agreed upon services, the Customer pays the DomizilPlus monthly in advance the amount agreed in the contract.

20. The payment is due on the 1st day of the corresponding month. The DomizilPlus can charge the Customer thirty Swiss francs for each reminder.
21. If the Customer is in arrears with an amount due, DomizilPlus can suspend provision of the services without notice and without any compensation to the Customer. The monthly payments cease to apply and any outstanding payments (until the end of the minimum contract period) are due for payment immediately, if insolvency proceedings are instituted against the Customer or if the Customer fails to meet without justification essential obligations that are due to DomizilPlus or to third parties.
22. DomizilPlus may authorize third parties with the collection of outstanding payments or sell claims to such payments to third parties in Switzerland and abroad. The persons entrusted with the management of the Customer are jointly and severally liable for the sums and costs owed by the Customer.
23. The Customer is obligated to reimburse all costs for debt enforcement incurred by the DomizilPlus or by third parties, who are responsible for the collection. If the Customer is in arrears with an amount due, default interest will be charged at seven percent p.a., in addition to all the costs.

#### VI. Commencement, Duration, and Termination of Contract

24. Contracts enter into force by bilateral signing, conclusion of the identity check Know Your Customer (if DomizilPlus elects to do so) and payment of the first invoice.
25. The contract automatically renews for the selected minimum term until notice is given by the Customer or by DomizilPlus.
26. The contract may be terminated by either party with one month notice (to be given at the end of a month) in the written form.
27. If the Customer selected the contract with the minimum term other than one month, then, differently from point 26, the contract may be terminated with one month notice at the earliest at the end of the minimum contract period.
28. If the relocation of the registered office or deletion is not carried out before the end of the contract, the contract is extended automatically despite termination and the amount agreed in the contract is owed. The decisive factor is the publication date in the commercial register.
29. DomizilPlus reserves the right to notify the Customer by email about future price changes. Amendments of prices shall be deemed approved if the Customer has not raised any objection within one month of such notification and only enter into force upon next renewal of the contract.
30. The Customer (excl. Associations and Individual Enterprises with an annual turnover of less than CHF 100,000) has a

legal obligation to conclude entry / modification in the Commercial Register. DomizilPlus reserves the right to withdraw from the contract without incurring any damage when such registration in the Commercial Register is not made within thirty days of commencement of the contract.

31. DomizilPlus also reserves the right to withdraw from the contract without incurring any damage if the Customer is in arrears with an amount due for more than thirty days.
32. Under special circumstances, especially if the Customer engages in unfair commercial practices or operates a business that may affect the reputation of DomizilPlus, its customers or service providers, or rights for termination from points 30 and 31 are applicable, the agreement can be terminated without notice. In such cases, there is no claim to a discount or refund.
33. In the case of Contract termination, DomizilPlus is entitled to apply to Commercial Register Office for termination of the legal seat of the Customer at DomizilPlus address unless the Customer immediately applies for the change of his legal seat.

#### VII. Further Provisions

34. Unless the contract provides otherwise, the statutory provisions, in particular, those of the Swiss Code of Obligations, apply to this contractual relationship.
35. If any provision is invalid or void, the validity of the remaining contractual content shall not be affected. The invalid or void provision shall be replaced by the legally admissible provision which comes closest to its economic or contractual purposes.
36. DomizilPlus reserves the right to amend the General Terms and Conditions at any time. The Customer shall be notified in advance of any amendments or revisions, which shall be deemed approved if the Customer has not raised any objection within one month of such notification. If the Customer exercises his right to object to the changes then the contract with the objecting Customer shall continue in force until next renewal without the proposed changes.
37. Swiss law applies to this contractual relationship. Parties agree to the exclusive jurisdiction of the courts at the seat of the DomizilPlus.

#### VIII. Publication Form

38. The current GTC can be consulted at [www.domizilplus.ch/gtc](http://www.domizilplus.ch/gtc). In particular cases, DomizilPlus can provide the Customer with a physical version of the GTC if requested. The Customer acknowledges that paper versions are only copies of the current and legally binding GTC published via electronic media and that paper versions

of the GTC are legally binding only if they correspond fully to the electronic version.

39. These conditions are subject to any contrary and mandatory provisions of the law.

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