

Terms and Conditions



- 1. Scope:** These General Terms and Conditions govern all business relationships of Marco Aures – Online Marketing (hereinafter referred to as “Freelancer”). The Freelancer offers digital marketing and online communication services, including search engine optimization, search engine advertising, tracking, analytics, training, and marketing support.
- 2. Signing of Contract:** A service contract is deemed to have been signed as soon as a customer accepts an offer in writing or makes use of a service. Unless otherwise agreed, there is an obligation to pay for meetings and preliminary work that go beyond the preparation of the offer.
- 3. Offers:** Offers are revocable until the contract is concluded. Changes to offers may be accepted or rejected by the freelancer without justification. If the customer provides only approximate or incomplete information, the offer shall be considered a preliminary cost estimate. Additional services that go beyond the original offer shall be charged according to actual expenditure.
- 4. Changes & Adjustments:** Customers may request changes or adjustments to the agreed services, but must submit these to the freelancer in detail, in good time, and in writing. The freelancer will then assess the additional work, costs, and impact on the schedule and submit a corresponding offer to the customer. Written consent from the customer is required before any changes are implemented. Changes made without prior written approval by the freelancer release the freelancer from any responsibility for resulting impairments or additional costs. In such cases, the freelancer may request an adjustment of prices and schedule and has the right to reject changes that reduce the quality of service, are technically unfeasible, or significantly alter the original scope of the project.
- 5. Pricing:** All prices are quoted in Swiss francs (CHF) and are net, plus value added tax. If the cost ceiling specified in the offer is not sufficient to cover the scope of services, the freelancer shall inform the customer in good time of the additional costs required. The customer then has the choice of accepting the increased cost ceiling, reducing the scope of services, or withdrawing from the contract. Services already rendered must be paid for in any case.
- 6. Expenses:** The client shall reimburse the freelancer for all necessary and pre-agreed expenses, such as travel costs.
- 7. Terms of Payment:** Invoices are payable within 21 days without deductions. In the event of late payment, the freelancer may charge reminder fees and 4% interest per annum. The freelancer may, at their discretion, demand payment in advance or on account of the full invoice amount, in particular for expected third-party costs (e.g., media budget or placement costs for advertisements). The freelancer may require that third-party costs be paid directly by the customer to third-party providers, e.g., by depositing a credit card on advertising platforms such as Google Ads. Offsetting against counterclaims is not possible. In the event of late payment, the freelancer reserves the right to suspend the provision of services.
- 8. Delivery Times:** The freelancer shall endeavor to meet all deadlines, but cannot guarantee this. Unless expressly agreed otherwise, all deadlines shall be deemed non-binding. In the event of delays, the customer must set a reasonable grace period. Deadlines may change without prior notice if the customer expands the scope of work, requests changes, or fails to fulfill their obligations to cooperate.
- 9. Customer's Obligation to Cooperate:** The customer plays a central role in the success of a project and is obliged to proactively and promptly provide all necessary information and support that the freelancer requires to perform their services. This includes responding promptly to queries and providing the necessary materials or data. If specific arrangements are necessary for the provision of services, the customer must make these arrangements immediately after conclusion of the contract, unless otherwise agreed.
- 10. Consequences of Non-Fulfillment:** If the customer fails to fulfill their obligations to cooperate, the freelancer is entitled to temporarily suspend work and, if this makes proper fulfillment of the contract impossible, to withdraw from the contract. The claim for remuneration for services already rendered remains valid. All costs incurred in fulfilling the obligations to cooperate and provide information shall be borne by the customer.
- 11. Complaints and Revisions:** Customers are obliged to check the services received immediately and to report any complaints within 14 days. After this period, the services are deemed to have been accepted in accordance with Art. 370 of the Swiss Code of Obligations. The agreed price includes up to two revision rounds for corrections within the original scope of services.

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Additional costs will be charged for any corrections or changes beyond this. The freelancer reserves the right to withdraw from the contract in the event of an excessive number of revision rounds that exceed the agreed scope.

- 12. Use of Auxiliary Providers and Third-Party Services:** The freelancer may use third-party providers and auxiliary persons to perform their services. This includes the purchase and resale of products and services (e.g., digital advertising space, tools, etc.) that are necessary for the project. The customer agrees that contract details with these third parties will be treated confidentially and do not have to be disclosed. Although the freelancer carefully selects these third-party providers, they assume no liability for the services they provide.
- 13. Warranty:** The freelancer undertakes to perform all services carefully and in accordance with industry standards.
- 14. Liability:** The freelancer's liability is limited, to the extent permitted by law, to the amount of remuneration received from the customer and is restricted to direct damages, unless these result from gross negligence or intent. The client is obligated to take all reasonable measures to mitigate damages without delay.
- 15. Confidentiality:** Both parties and their auxiliary persons undertake to treat all information received or generated in the course of fulfilling the contract as confidential, even after the end of the contract. The customer accepts that the freelancer may share confidential information with third parties if necessary in order to provide optimal services. After the end of the contract, both parties may request the deletion of all confidential information, unless it must be retained by law or is stored in automated backups.
- 16. Advertising and Communication:** The freelancer may use the customer's name, brand, and logo for advertising purposes or as a reference customer, for example on the website, in presentations, or on social media, unless the customer objects for valid reasons.
- 17. Copyright and Rights of Use:** Unless otherwise agreed, the copyright to all works created within the scope of the service remains with the freelancer. The client is granted limited rights of use for the contractually agreed purpose. Any further use requires the written consent of the freelancer and may incur additional costs. The customer may not make any changes to the works without consent.
- 18. Third-Party Rights:** The customer guarantees that they will observe all relevant third-party rights, including company, copyright, and trademark rights. They confirm that materials such as images, graphics, and data used in the context of the service are generally subject to third-party rights and that they have obtained the necessary rights of use in advance. The freelancer is not obliged to re-examine these rights. The customer undertakes to indemnify the freelancer against all claims by third parties in connection with the infringement of such rights.
- 19. Data protection:** The freelancer is entitled to process personal data collected in the course of concluding the contract in order to fulfill their contractual obligations. The privacy policy published on the freelancer's website applies.
- 20. Data storage:** The freelancer undertakes to store all documents and data created in the course of providing the service until the order is completed. Unless otherwise agreed, the freelancer is then released from the obligation to store such data.
- 21. Termination:** Both parties are bound by the contract, except in the exceptional cases defined in the Terms and Conditions or if special cancellation conditions have been agreed. If the customer withdraws from the contract, services already rendered or work already commenced must be paid for in full. Regular services can be terminated by either party with one month's notice to the end of the month. Termination without notice is possible for important reasons, such as serious breaches of contract that are not remedied in a timely manner, unreasonable continuation of the collaboration due to reputation risks, breach of trust, or insolvency.
- 22. Changes to the Terms and Conditions:** The freelancer may update the Terms and Conditions at any time. Changes shall take effect 30 days after publication on the website. Customers are subject to the version of the Terms and Conditions valid at the time of conclusion of the contract. If the customer does not accept the amended Terms and Conditions, they have the right to terminate the business relationship immediately.

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- 23. Force majeure:** The consequences of force majeure and chance events shall be borne exclusively by the customer. This includes delays caused by third parties, official restrictions, or other circumstances beyond the freelancer's control. If force majeure persists for more than 30 days, both parties are free to terminate the contract. In this case, the freelancer shall refund any amounts already paid for services not yet rendered. Claims for damages are excluded in such cases.
- 24. Partial Invalidity:** If certain parts of these Terms and Conditions or the contract should be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The parties undertake to replace any invalid or unenforceable clause with a valid provision that comes as close as possible to the original economic objective. This also applies to any contractual gaps.
- 25. Place of Jurisdiction:** The Terms and Conditions are subject to Swiss law. Subject to mandatory legal provisions, the court at the freelancer's place of business shall have exclusive jurisdiction. However, the freelancer reserves the right to bring legal action at the customer's place of business or residence or at any other legally permissible place of jurisdiction.

Olten, 1st of March 2024

This is a translation for convenience. In case of discrepancies, the German version prevails
