

General conditions relating to electronic projects: websites, ebooks, e-mails, newsletters, etc.

Terms and conditions

The service provider commits to designing the electronic project for the customer in a professional manner in accordance with the rules recognized by the industry. The electronic project is encrypted in a programming language recognized by the main web browsers, email managers, commercial readers. Subject to hardware and software limitations, and depending on the specifications of the server on which the electronic project is hosted, the service provider is responsible for programming the software components of the electronic project in accordance with rules acknowledged by the industry.

Specifications

Once approved, it must not be altered without the prior agreement of both parties.

Planning

The pilot version of the electronic project will be made available on a provisional basis for regular consultation to allow an update on the current progress. The pilot version, once completed and approved by the client, will be considered the final version. The number of revision cycles is mentioned in the specifications. The final version will be published according to the specifications. The execution time depends, among other things, on the customer's compliance with the time defined in the specifications for the delivery of the raw content. Any structural, creative or technical modification of the electronic project in relation to the specifications may result in an extension of the publication deadline, as well as an increase in the price of the estimate.

Availability of contents

The raw content (texts, images, videos, sounds, etc.) necessary for the production of the electronic project must be provided by the customer and/or the service provider according to the procedures outlined in the contract specifications. The service provider cannot be held responsible for a design delay if all these elements have not been transmitted to him by the client within the expected time limits. In the event that the files provided by the client require retouching, or if the creation or purchase of multimedia or text content not included in the specifications is necessary by the service provider, this work will be invoiced in addition to the cost estimation based on the hourly rate mentioned on the quotation to which should be added the expenses for the purchase of text, images, videos, etc. which may vary according to the source.

Responsibility for the content

The customer is solely responsible for the content of the electronic project. Consequently, he commits himself not to infringe any rules or regulations in force that could prevent, limit or regulate the distribution of the content he makes available in his electronic equipment.

Collaboration

The client agrees to collaborate to ensure the proper execution of this mandate. It shall ensure that the necessary resources and staff are allocated to it, in particular by appointing a project manager who can respond promptly to any questions that may arise. During the execution of the mandate, the client undertakes to provide the required elements for the service within a reasonable time. In the event that the client stops or slows down the completion of the project (project pending, in the process of validation or elements to be provided for the continuation of the project) for a period of more than 90 days, the service provider reserves the right to invoice the balance of the service.

Payment terms and conditions

Unless otherwise agreed by the parties, the terms of payment mentioned in the quotation shall apply.

Intellectual Property

The electronic project produced (structure, database, graphical interface, pages and graphic elements) becomes the property of the customer upon full payment of the invoice. The service provider remains the owner of the source code (unless it is freely distributed) and the files used to create the website. The service provider is entitled to include the customer's name and Internet address on its own website for marketing purposes. Any other use of the website requires the prior written consent of the customer.

Confidentiality

The service provider undertakes not to disclose the content of the electronic equipment before it is made publicly available, with the exception of the episodic and temporary publication of the test project. The service provider and the client mutually commit themselves not to disclose, communicate, use themselves or by third parties, directly or indirectly, the data, information, applications, methods, confidential know-how and documents of any nature whatsoever of which they have become aware in the course of creating this electronic material, unless they have been previously authorized in writing by the other party. The obligation of confidentiality shall continue for a period of five years after the end of this term of office.

Duration

The mandate begins when it is signed by both parties and ends when the creation of the electronic project is completed in compliance with the specifications. Either party may revoke it in writing (excluding e-mail) at any time without stating reasons, giving one month's notice. In the event of early termination not caused by a default by the service provider, the client agrees to pay half of the total amount of the services, any deposit already paid being non-refundable. In the event of a breach by one of the parties of the rules of this mandate making it impossible to continue the collaboration, or in the event of bankruptcy or liquidation, the parties may terminate the mandate at any time and without notice; the right to claim damages is reserved.

Internet access

The service provider, having no direct link with the hosting company and/or the Internet service provider, declines all responsibility in the event of service interruption or data loss caused by the hosting company and/or the Internet service provider. The customer is responsible for his own internet connection.

Guarantee

The service provider guarantees the provided elements, services and functionalities insofar as they are used in compliance with the instructions given. This warranty is valid for technologies in effect on the date of delivery of the electronic equipment. The service provider cannot be held responsible for defects occurring as a result of changes in the technology standards used. The software and elements created are in compliance with the rights of third parties and are not illegal. For a period of three months after delivery of the electronic equipment, the service provider undertakes to use all means at his disposal to remedy any anomalies, incidents, errors or malfunctions of the electronic equipment, and this at no cost to the customer. However, if the client's request for intervention results from a problem not related to the use of the computer system as designed and implemented, or from its inappropriate use, the service provider reserves the right to invoice the time spent on the basis of the hourly rate mentioned on the estimate. The warranty does not extend to material and services provided by third parties.

Communication

Unless otherwise provided for in these general terms and conditions, communications may be made by electronic means. The parties consider that letters and electronic files are considered authentic if they are archived on a solid and unalterable medium.

Case of force majeure

In case the fulfillment of the mandate is delayed or prevented by a case of force majeure, fortuitous or external cause (natural disaster, strike, labor disputes, state of war, problem inherent to the host, etc.), neither party may be held liable for the other party. If the mandate is suspended for one month due to force majeure, it may be automatically terminated by either party, without compensation.

Applicable law and place of jurisdiction

The mandate is subject exclusively to Swiss law.

Any dispute will be settled by the courts of the canton of Vaud (Switzerland).

General conditions regarding printed material.

Terms and conditions

The service provider commits to designing printed material for the customer in a professional manner in accordance with the rules recognized by the industry. The service provider is responsible for the layout, research and/or creation of images, as well as, if necessary, contacts with printers and carriers in compliance with the requirements set out in the specifications.

Specifications

Once approved, the specifications must not be changed without the prior agreement of both parties.

Planning

Once the specifications have been accepted by the client, the graphic proposal will be presented by the service provider on the basis of the specifications in the specifications, for comments, modifications and corrections of both the text and the layout. The number of revision cycles is mentioned in the specifications. A final version will then be submitted to the client for approval. Any subsequent significant modification in the layout and/or content requested by the customer may result in a postponement of the delivery date of the material, as well as an increase in the price of the estimate. The printed material will be delivered in accordance with the deadline specified in the specifications, subject to payment of the balance of the invoice. No material will be delivered if the payment has not been received by the service provider. Even if the service provider undertakes to check the spelling of the material to be printed in English, it is the client's responsibility to be particularly attentive on this matter. Any error left out and printed on the final material may not be contested or refunded.

Production time

The customer is reminded that in order to ensure quality, the production of printed material is subject to incompressible time constraints. If necessary, these requirements are specified in the specifications. Any event or customer request that could delay production may result in a decrease in the quality of the finished product and/or a delay in delivery for which neither the printer nor the service provider can be held responsible.

Availability of the content

The raw content (texts, images) that the client wishes to provide to the service provider must be submitted to him within the time limit provided for in the specifications. The service provider cannot be held responsible for a design delay if all the necessary elements have not been sent to him within the deadline. The texts provided by the client are assumed to be error-free and should not require any correction work by the service provider. In the event that the files provided by the client require retouching or correction, or if the creation or purchase of images or texts not included in the specifications is necessary by the service provider, this work will be invoiced in addition to the estimate already established, on the basis of the hourly rate mentioned on the estimate, to which should be added the costs of acquiring text or images, which may vary according to the sources.

Responsibility for the content

The customer is solely responsible for the content of the printed material. Consequently, he commits himself not to infringe any rules or regulations in effect that could prevent, limit or regulate the distribution of the content he makes available in this way.

Collaboration

The client is committed to collaborate to ensure the proper execution of this mandate. It shall ensure that the necessary resources and staff are allocated to it, in particular by appointing a project manager who can respond quickly to any questions that may arise. During the execution of the mandate, the client undertakes to provide the necessary elements for the service within a reasonable time. In the event that the client stops or slows down the execution of the project (project pending, in the process of validation or elements to be supplied for the continuation of the work) for a period of more than 90 days, the service provider reserves the right to invoice the balance of the service.

Payment terms and conditions

Unless otherwise agreed by the parties, the payment terms stated in the quotation shall apply.

Intellectual Property

The material produced (texts, layout and graphic elements) becomes the property of the customer upon full payment of the invoice. The provider remains the owner of the source files. The service provider is entitled to include on its own website the name and Internet address of the customer, as well as elements of the material produced, for promotional purposes only. Any other use of the material requires the prior written agreement of the client.

Confidentiality

The service provider undertakes not to disclose the content of the material before it is made available to the public. The service provider and the client mutually undertake not to disclose, communicate, use themselves or by third parties, directly or indirectly, any data, information, methods, confidential know-how and documents of any kind of which they have become aware in the course of creating this material, unless they have been previously authorized in writing to do so. The obligation of confidentiality shall continue for a period of five years after the end of this term of office.

Duration

The mandate begins when it is signed by both parties and ends when the equipment is paid for and delivered in compliance with the specifications. Either party may revoke it in writing (excluding e-mail) at any time without stating reasons, subject to one month's notice. In the event of early termination not caused by a default by the service provider, the client agrees to pay half of the total amount of the services, any deposit already paid being non-refundable. In the event of a breach by one of the parties of the rules of this mandate making it impossible to continue the collaboration, or in the event of bankruptcy or liquidation, the parties may terminate the mandate at any time and without notice; the right to claim damages is reserved.

Guarantee

The service provider guarantees the material and services used in accordance with the intended use. The warranty does not cover material and services provided by third parties.

Communication

Unless otherwise provided for in these general terms and conditions, communications may be made by electronic means. The parties consider that letters and electronic files are considered authentic if they are archived on a solid and unalterable medium.

Case of force majeure

In case the fulfillment of the mandate is delayed or prevented by a case of force majeure, fortuitous or external cause (natural disaster, strike, labor disputes, state of war, problem inherent to the host, etc.), neither party may be held liable for the other party. If the mandate is suspended for one month due to force majeure, it may be automatically terminated by either party, without compensation.

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