

## General Terms & Conditions online services

IFJ Institut für Jungunternehmen AG, 9000 St. Gallen (hereinafter **IFJ**), provides customers (hereinafter **customers**) with an online founder service (hereinafter **founder service**) at [www.ifj.ch](http://www.ifj.ch) respectively [www.company-portal.ch](http://www.company-portal.ch) and an online modification service (hereinafter **modification service**) at [www.ifj.ch](http://www.ifj.ch) respectively [www.company-portal.ch](http://www.company-portal.ch) (together **online service**). These general terms and conditions regulate the relationship between the customer and IFJ with respect to use of the online service.

1. On conclusion of the order process for the online service, the customer commissions IFJ to perform the services selected in accordance with the information and specifications entered by the customer. The online service currently extends to the following services, which can be selected on the platform [www.ifj.ch](http://www.ifj.ch) or [www.company-portal.ch](http://www.company-portal.ch):
  - (i) Foundation or modification of a GmbH as per Art. 772 ff. OR, including registration with the applicable commercial register;
  - (ii) Foundation or modification of an AG as per Art. 620 ff. OR, including registration with the applicable commercial register;
  - (iii) Registration or modification of a sole proprietorship with the applicable commercial register;
  - (iv) Registration or modification of a general partnership as per Art. 552 ff. OR with the applicable commercial register;

IFJ reserves the right to change the services it offers and/or the online service without prior notification to the customer.

2. IFJ reserves the right to change prices at any time. The prices valid at the time of the conclusion of the contract on the internet site [www.ifj.ch](http://www.ifj.ch) and [www.company-portal.ch](http://www.company-portal.ch) are applicable. For the customer, the prices valid at the time the contract is concluded always apply. In the case of contributions in kind, the fee is based on an individual offer. Subject to other offers, all prices are quoted in Swiss francs (CHF) and exclude any applicable value added tax (VAT). All prices are exclusive of any other applicable taxes or fees.

For the customer to gain access to the online service by means of an online login and then a subsequent performance of the registration, the customer undertakes to pay the service price (plus VAT).

The fee owed by the customer for additional service is billed in the form of an additional invoice and/or notary invoice on registration of the company or sole proprietorship or general partnership with the cantonal commercial register and is due for payment within the stated period.

Costs and fees of third parties, in particular the ones of the cantonal commercial register and from banks, are not included. The fees are billed directly to the company or sole proprietorship or general partnership by the relevant body or by IFJ. IFJ also reserves the right to charge for any additional expenses incurred by IFJ in performance of the service.

The placement of the order is binding. If a formation or mutation order is cancelled after the order has been placed (payment of the basic formation or mutation fee), the full fee including VAT is due in accordance with the price list. In the event of termination, the PostFinance discount granted when the order was placed is also due and must be paid in arrears.

The customer must do everything possible to ensure that the formation and/or mutation process runs smoothly and swiftly. If, for reasons attributable to the client (e.g. lack of feedback, failure to return or incomplete return of documents, lack of incorporation requirements, failure to pay in capital, etc.), the incorporation or change in the commercial register of a corporation or partnership has not been entered in the commercial register within a maximum of 180 days of the order being placed, the order may be cancelled by IFJ. In this case, the full fee including VAT is due in accordance with the price list. If the client requests changes after confirming the information entered in the online service, the additional costs incurred as a result, in particular the additional work of any subcontracted third parties, plus any expenses and statutory VAT, shall be borne by the client.

3. The customer confirms through explicit acceptance of the general terms and conditions in the registration process, and through any other use of the online service, that they have read the general terms and conditions and agree to their validity in full.
4. The customer hereby confirms that all information provided via the online service is true and that all forms have been filled out completely and with due care. The customer also confirms that they have checked all information in detail and found it to be correct before certification and before registration with the applicable commercial register. The customer is also required to securely store all logon information, and in particular their individual link, for the founder portal and not to provide it to third parties.

The customer is required to inform IFJ or third parties contracted by IFJ of any ambiguity relating to the information entered in advance of any action. IFJ reserves the right to make enquiries with the customer at any time.

## General Terms & Conditions online services



The customer hereby acknowledges that the forgery or falsification of an official document, the use of an authentic signature in the production of an inauthentic official act, the incorrect certification of a legally relevant fact and the acquisition by false pretences of a false attestation is punishable as per Art. 251 and Art. 253 StGB, and that they are bound by strict observance of the provision barring the refund of deposits (Art. 680 (2) OR, Art. 793 (2) OR) and the prohibition of the circumvention of (intended) acquisitions-in-kind (Art. 628 (2) and Art. 777c (2) OR).

5. All information entered by the customer via the website is processed in compliance with the provisions of the data protection act and protected against access by third parties to the greatest extent possible. The customer consents that as part of the conclusion and fulfilment of the job, IFJ may obtain information and pass on customer data. If an IFJ service is conducted with a third party or the customer procures the services of third parties through IFJ, IFJ may provide data concerning the customer to third parties insofar as this is required for performance of the services. Other provisions related to data protection are listed on the IFJ website and form an integral part of this agreement.
6. IFJ provides all functions and information in the online service and all other information on the website [www.ifj.ch](http://www.ifj.ch) and/or [www.company-portal.ch](http://www.company-portal.ch) without any guarantee. The customer hereby accepts the conditions of use posted on the website [www.ifj.ch](http://www.ifj.ch) and [www.company-portal.ch](http://www.company-portal.ch). Similarly, IFJ assumes no guarantee or liability that the functions on the websites will be free of errors or interruptions. Moreover, IFJ does not guarantee or assume liability for the encrypted or unencrypted transmission of user information at IFJ or that the information cannot be viewed by others during the transmission process.

**IFJ assumes full liability for damages caused by intentional action or gross negligence. All other claims of liability are excluded. IFJ bears no liability for indirect damages, including consequential damages or lost revenue. The liability of IFJ is limited in all cases to the amount of the fee.** In all other cases, the liability disclaimer on the IFJ website applies and forms an integral part of this agreement.

All elements of the online service and all other elements on the website [www.ifj.ch](http://www.ifj.ch) and [www.company-portal.ch](http://www.company-portal.ch) are protected by copyright and are the sole property of IFJ. IFJ grants the customer a non-transferable and non-exclusive right to use the online service in accordance with these terms and conditions for the duration of the contractual relationship.

7. IFJ can at any time in the fulfilment of its services call in outside assistance and/or partially or completely transfer the fulfilment of its services to third parties.
8. These general terms and conditions replace any prior general terms and conditions of IFJ. IFJ reserves the right to change these general terms and conditions at any time.
9. In the absence of any written agreement to the contrary, the parties exclude the offsetting of fee claims by IFJ through any counterclaims on the part of the customer.
10. Should any provision of this agreement become void, the validity of the other provisions is not affected. The void provision is to be replaced by one that comes closest to fulfilling the economic purpose of the original provision. The same applies to any gaps in the contract.
11. For the resolution of disputes arising from this agreement, the **ordinary courts of the canton of St. Gallen** are the competent authority. **The exclusive place of jurisdiction is St. Gallen.** For customers with foreign residence or registered offices, St. Gallen is the place of performance and exclusive place of jurisdiction for all legal proceedings. This agreement is subject exclusively to Swiss law, excluding the provisions of the law on conflict of laws under international private law and excluding the provisions of the Vienna sales law.

Date: 01.03.2024