

General Terms and Conditions

"Customer Center Login" and "Order of printing services"

1. Area of validity and range of services

1.1. Area of validity

These General Terms and Conditions regarding "Customer Center Login" (hereinafter "CCL GTC") and regarding "Order of printing services" (hereinafter "PS GTC") govern the contractual relationship between the customer and Staffel Medien AG regarding the use of the customer login and customer account at shop.staffelmedien.ch (hereinafter "Account") and the printing services available and printing orders placed via the customer account (hereinafter "printing services", "order" or "printing order"). The customer login, customer account and printing services must be used in accordance with the following provisions.

1.2. GTC acceptance

By accepting the General Terms and Conditions when registering, the customer agrees to the CCL GTC. By the submission of printing orders via the customer account the customer agrees to the PS GTC.

2. CCL GTC

2.1. Registration

In order to open a customer account and gain access to the login-protected services, the customer needs to register at shop.staffelmedien.ch. As part of the registration process Staffel Medien AG will send the customer an activation code (link) to the e-mail address specified by the Customer. The Customer must activate his account within the stated period using the confirmation link. Failure to do so will result in the account being deleted and registration will have to be carried out again.

It is the customer's responsibility to select a complex password (not simple passwords like "ASDF 1234", "luke 72", etc.), which should be appropriate for the level of protection required by the customer's account.

Staffel Medien AG reserves the right to reject any applications for registration without giving reasons for doing so.

2.2. Customer information

The customer agrees to provide full and truthful information, to keep such information up to date (particularly e-mail addresses) and to correct any errors immediately when registering and using the services of Staffel Medien AG. The customer acknowledges at the time of application that he has the legal capacity to act or acts with the consent of the relevant legal representative.

2.3. Login

Once registration has been completed the customer can login directly at shop.staffelmedien.ch. After successfully logging in, the customer will remain logged in until he logs out or is logged out of the system after 15 minutes. Upon accessing the service or at certain times, the service can request that the customer re-enters the password.

The customer is responsible for ensuring that he uses the login information only on devices which are used exclusively by him or persons authorized by him.

After several failed attempts to log in, the user account will be blocked automatically. In order to have the account unblocked, the customer must place a respective request with Staffel Medien AG or reset his password.

2.4. Customer obligations

2.4.1. Authentication information

The customer is responsible for the proper storage of the authentication information (username and password). The customer must ensure that no third parties gain access to his user account. If he does grant third parties access to his account he must treat their actions the same as his own and is required to ensure that the third parties store their usernames and passwords separately from each other and protect them from misuse. The Customer is responsible for ensuring that all users using his customer account comply with these CCL GTC.

2.4.2. Reporting requirements

If the customer or the user has reason to believe that an unauthorized third party knows their authentication features or has gained unauthorized access to the platform or the individual functions offered on it, the customer must notify Staffel Medien AG immediately and change his password. The customer must also notify Staffel Medien AG of any failures and interruptions in the system as soon as possible. The customer bears the cost of troubleshooting in cases where an interruption is due to defects or faults in equipment used by the customer.

2.4.3. Contents

The customer is responsible for the content (images, voice, data) that it send via his login or customer account, or that is made available for processing or download. Staffel Medien AG is entitled to pass on content and information to third parties and/or to delete it where necessary, in order to comply with legal provisions or regulatory arrangements.

2.4.4. Own systems

The customer is responsible for providing internet access and the necessary hardware and software components with the relevant configurations, and bears the associated costs. Any expenses incurred by the customer for integrating the data provided are to be borne by the customer. Staffel Medien AG will not cover expenses for development.

The customer must take all measures needed to prevent unauthorized access to other systems and the spread of viruses. In particular, he must ensure that all installations and devices in his possession and all devices used for the login and customer account are protected from unauthorized access and manipulation.

2.4.5. Compliance with statutory regulations

The customer undertakes to comply with Swiss and foreign laws when using the login and customer account. In particular, the following is not permitted: content and activities that breach applicable law (e.g. criminal law, personal rights, intellectual property), are of a defamatory or objectionable character, infringe the privacy of third parties, constitute unsolicited bulk and/or advertising mailings respectively, or in any way breach any General Terms and Conditions of Staffel Medien AG or run counter to the interests of Staffel Medien AG.

2.5. Blocking access

Staffel Medien AG is entitled to terminate the customer's access to the login and account without giving notice and without incurring any costs if the customer breaches the terms of these CCL GTC or PS GTC, there is a suspicion of misuse, the security of the system is no longer guaranteed or if the Customer is in arrears in relation to the payment of invoices. Staffel Medien AG can take additional measures to prevent misuse. These include the temporary blocking of logins and accounts without giving notice.

2.6. Customer Service Support

Authorized personnel of Staffel Medien AG can access the customer or user account on behalf of the customer in order to deal with customer concerns

2.7. Cancellation of inactive customer and user accounts

If no successful login has been performed on a customer account for at least 12 months, Staffel Medien AG may delete the customer account (with or without prior notification of the customer).

2.8. Availability and service provision

2.8.1. Availability of login and account

Staffel Medien AG is committed to the highest possible and uninterrupted availability of logins and customer accounts. However, it does not guarantee uninterrupted service, service at a specific time or the completeness, authenticity and integrity of the saved data or data transmitted via its system or the Internet.

2.8.2. Interruptions

Staffel Medien AG will keep short all interruptions necessary to rectify disruptions, implement maintenance windows or introduce new technologies, etc. and will carry them out during quiet times whenever possible.

2.8.3. Provision of services by third parties

Staffel Medien AG may transfer all or part of the provision of the service to third parties, including the transfer of the terms of use for the respective service provided. By registering for the corresponding customer account, the customer approves the terms of use and the forwarding of his user data to a third-party partner, insofar as necessary for the provision of the services and/or the collection of any credit balances. The third-party partner is in turn subject to the principles of this section 2.8.

2.9. Liability

2.9.1. Staffel Medien AG liability

Staffel Medien AG is not liable to the customer or third parties for non-performance or poor performance of the contract, unless the action constituted wilful intent or gross negligence. Staffel Medien AG is not liable for the accuracy of the data provided or for any consequential loss or damage or lost profit. Staffel Medien AG is not liable for loss or damage arising from any failure of the login or customer account.

2.9.2. Customer's liability

The customer is liable to Staffel Medien AG for loss or damage due in any way to the non-performance or poor performance of his contractual obligations, if he fails to prove that these are not his fault.

The customer agrees to indemnify Staffel Medien AG against all claims asserted by third parties resulting from the use in breach of contract or unlawful or improper use of the logins or accounts. This also includes an obligation to fully indemnify Staffel Medien AG against legal defence costs (e.g. court and lawyers' fees).

2.10. Data protection and data security

Staffel Medien AG observes the provisions of Swiss data protection legislation when recording and processing personal data. It safeguards customer data with suitable measures and treats it confidentially.

It collects, processes, and stores personal data only to the extent necessary to provide these services, for the security of operations and infrastructure, for invoicing, and to manage and maintain customer relationships, namely to ensure a high quality of service.

With regard to the provision of a competitive market offer, the customer agrees that Staffel Medien AG may collect and process his login information and usage data for market research, consulting and advertising purposes.

In the event that Staffel Medien AG engages third parties to provide the services, it will be authorized to make available to them the data necessary for this purpose. These third parties are subject to the same obligations with regard to data protection as Staffel Medien AG itself.

Any third-party data which the customer processes within the login and customer account remains the exclusive responsibility of the persons concerned.

2.11. Changes of the GTC

Staffel Medien AG reserves the right to change the CCL GTC at any time. The respective latest version shall be duly published on the Staffel Medien AG website before coming into effect and the user informed in an appropriate manner. The CCL GTC shall be deemed approved, provided that the customer logs in and continues to use the customer account. Any objection shall constitute termination of the contract and shall automatically lead to its discontinuation.

2.12. Place of jurisdiction

The place of jurisdiction is Zurich. For disputes arising from consumer agreements, the competent court for actions brought by the customer is the court at the place of residence or domicile of one of the parties; whereby for actions brought by Staffel Medien AG the competent court is the court at the residence or domicile of the defendant. Consumer agreements are agreements concerning services to

be used by the customer for personal or family purposes. In the case of customers who are resident abroad or whose registered office is abroad, Zurich is the place of debt collection and sole place of jurisdiction for all proceedings.

2.13. Applicable law

In all other cases, the contractual relationship shall be subject to Swiss law.

2.14. Legal form of publication

The sole legally binding versions of the GTC which also form an integral part of the contract are those which are published electronically and made available at <https://shop.staffelmedien.ch/Href?Vorlage=AGB>.

In particular cases, Staffel Medien AG can provide customers with a physical version of the GTC on request. 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.

3. PS GTC

3.1. Login

Each printing order requires a login to the customer account of Staffel Medien AG. A login under different names or addresses is not permitted. With the successful completion of the registration process the customer will be granted access to the IT systems of Staffel Medien AG.

Staffel Medien AG may reject orders or may withdraw from printing contracts without prior notice and extraordinarily if such orders or printing contracts appear to be illegal or against public policy in terms of Swiss law or for any other convincing reason.

Staffel Medien AG is not required to execute printing orders by itself and may instruct third parties to perform the printing services.

3.2. Offers

Unless stated otherwise, the price calculations in the offers are based on complete and adequate information and data as well as on binding and clearly described measurements and content information. Offers that are based on inaccurate or incomplete information are not binding and may be subject to change. All offers and order confirmations will be provided in writing. Open-ended offers will expire 90 days after submission.

3.3. Printing contract

Staffel Medien AG is obliged to fulfil the printing services and the customer is obliged to pay all invoices in due time according to the printing contract. The invoices may include costs for the amendment of the data provided by the customer (may be listed separately on the invoice). Unless agreed explicitly otherwise in the printing contract Staffel Medien AG is not required to provide the customer with internal working documents, internal data or tools that were created or used during the process of the order.

3.4. Prices

The prices mentioned in the offers or order confirmations are net of any deductions or discounts and include VAT. Additional costs incurred that are not mentioned in the offer or order confirmation will be listed separately in the invoice.

3.5. Payment terms

Unless stated otherwise in the offer or order confirmation, invoices become due 14 days after submission and open balances must be settled in full no later than the respective due date. Work products remain property of Staffel Medien AG until the respective invoices are fully settled. In case of orders that require substantial prepayments for materials or third party services or that require more than 2 months for completion, Staffel Medien AG may issue invoices on account to cover for interim expenses. The amounts and due dates of such invoices on account are mentioned in the order confirmations. Papers, cardboards and other materials that were purchased upon request by the customer and that were not used within 3 months will be invoiced by Staffel Medien AG including potential additional administrative expenses.

3.6. Delivery

In general, delivery dates mentioned in order confirmations are of indicative nature and for information purposes only. However, the parties may explicitly agree in writing that such delivery dates are considered as “fixed” delivery dates. Nevertheless, any delivery dates are only valid if the required information and documentation (e.g. pictures, texts, offset litho plates, scripts) for processing the order are provided by the customer to Staffel Medien AG in due time and at the agreed quality. Delivery periods commence with the day of the receipt of the required printing information and documentation and end with the submission of the work product by Staffel Medien AG to the customer. Delivery periods and delivery dates become void if the customer is not confirming the final templates or models before printing within due time.

Exceeding delivery periods or missing delivery dates due to acts of god or other circumstances not under control or not incurred by fault of Staffel Medien AG (e.g. business disruptions, shortage of electricity or raw materials) do not permit the customer to withdraw from the contract or to claim for compensation or damages from Staffel Medien AG. In case of delays Staffel Medien AG is only liable up to the product value and only in case of a fixed confirmation of a delivery deadline in writing.

3.7. Default in acceptance

In case of a default in acceptance within reasonable time after notice of completion to the customer, Staffel Medien AG may issue the invoice and store the work product on account with liability and responsibility of the customer at its premises or at a storage facility of a third party.

3.8. Copyright

Staffel Medien AG obtains a copyright on creative and artistic work or services and such copyrights are governed by the applicable statutory law. Usage of work products protected by copyrights of Staffel Medien AG require explicit approval by Staffel Medien AG.

3.9. Reproduction rights

It's the customer's sole responsibility and liability if an order placed with Staffel Medien AG or its resulting work products infringe copyrights or intellectual property rights of third parties. The customer indemnifies Staffel Medien AG from any such claims of third parties in connection with copyrights or intellectual property rights. Staffel Medien AG assumes that the customer owns all legal rights required to provide Staffel Medien AG with the data, texts, pictures or other information to process an order and for reproducing protected intellectual property.

3.10. Preliminary work, sketches and drafts

Sketches, drafts, design proposals, original and photographic work will be invoiced also if no subsequent printing order is placed with Staffel Medien AG.

3.11. Reproduction utilities, resources and tools

Staffel Medien AG owns the reproduction utilities, resources or tools (e.g. installations, printing plates, photographic recordings, data media, cutting dies, embossing plates) whether preexisting or prepared or constructed in the course of processing the printing order.

3.12. Additional work and expenses

Supplementary and not expected or anticipated work caused by the customer or an agent (e.g. adjustments of templates, amendments or improvements of inadequate or defective data or documentation) will be invoiced in addition to the customer.

3.13. Author's corrections

Author's corrections (subsequent amendments of texts, pictures, formats or designs) are not included in the prices as stated in the offers and will be invoiced in addition based on a time spent basis. Work products and materials may deviate from templates, measurements or quality only in line with industry standards. The customer also accepts deviations and margins imposed to Staffel Medien AG from third party suppliers or third party service providers.

3.14. Quantitative deviations

Unless otherwise agreed, the customer accepts quantitative deviations of work products up to 10% (in case the material is specifically produced up to 20%) of the order placed with Staffel Medien AG. The actual quantity is invoiced.

3.15. Materials provided by the customer

If the customer wishes to provide Staffel Medien AG with its own materials, the customer is responsible to ensure that the materials are of sufficient quality for the printing/manufacturing process. Staffel Medien AG is not covering for expenses in connection with transport or delivery. The customer is required to provide also the applications to use the materials in the printing/manufacturing process (if necessary). The customer is liable for any damages caused by potential inadequate materials (from a qualitative or quantitative perspective). This also includes damages in connection with the storage of materials provided by the customer.

3.16. Call orders

In case of call orders the customer bears the additional costs for storage and interest on capital (labour and materials) needed for processing the order.

3.17. Delivery, packaging

The costs for shipment and packaging for the delivery of work products within the city of Zurich and its close urban agglomeration are included in the prices (except for small quantity orders). The costs for delivery to other places or the usage of other means of transportation will be invoiced to the customer in addition. The customer also bears the costs for pallets, containers, boxes or similar if not returned within 4 weeks in acceptable condition and free of charge.

3.18. Notification of defects

The customer is responsible to examine delivered work products upon receipt. Complaints in terms of quality or quantity must be raised no later than 8 days upon receipt otherwise the products are considered as accepted by the customer. In case of well-founded complaints Staffel Medien AG will provide reparation by replacement of work products within a reasonable period of time.

3.19. Limitation of liability

Staffel Medien AG is not bearing any risks and responsibilities for defective or incomplete data provided on storage media or over online servers by the customer. Staffel Medien AG is also not liable if the data provided cannot be processed in a usual and standardized manner or if the data provided leads to qualitative deficiencies of the work product. Staffel Medien AG is not bearing any risks and liabilities for the loss of data provided or data developed during the process of the order.

Staffel Medien AG only assumes liability up to the order value. Staffel Medien AG is not liable for any claims or damages that exceed the order value (either directly or indirectly caused by work products) and such claims or damages will not be covered by Staffel Medien AG.

3.20. Usage of data and other items

Staffel Medien AG is applying usual care regarding manuscripts, data storage media, offset litho plates, originals, pictures, and other items handed over to Staffel Medien AG as well as work products stored by Staffel Medien AG. Unless otherwise agreed, the customer bears additional risks or bears additional insurance costs. Liability exceeding the order value for potential additional claims, directly or indirectly caused by defects of work products, delays of deliveries or misunderstandings is waived by Staffel Medien AG (except obligatory regulations according to the product liability law of 1.1.1994).

3.21. Storage of data

Staffel Medien AG is storing all data provided for 2 years unless otherwise agreed. However, this does not apply where a reproduction of an order appears unlikely. The data in its original form is available to the customer anytime. Potential costs incurred in connection with reprocessing, re-formatting or re-issuance of data will be invoiced to the customer.

3.22. Control documents and templates

The customer is obliged to review control documents or templates before final printing orders carefully and to notify Staffel Medien AG in case of defects or mistakes within the agreed notification period. Staffel Medien AG is not liable for any defects or missed mistakes and not notified by the customer. If Staffel Medien AG and the customer agree that no control documents or templates should be prepared the customer bears all risks in connection with potential defects or mistakes that would have become visible in or by such control documents or templates.

3.23. Storage of work documents

Unless otherwise agreed in writing, Staffel Medien AG is not required to store work documents (e.g. data, pictures, lithos or draft prints) or tools.

3.24. Place of performance and jurisdiction, applicable law

For both parties the place of performance is the city of Zurich and the of jurisdiction is the city of Zurich. The contractual relationship is governed by Swiss law and the law of the United Nations Convention on Contracts for the International Sale of Goods should not apply.

For disputes arising from consumer agreements, the competent court for actions brought by the customer is the court at the place of residence or domicile of one of the parties; whereby for actions brought by Staffel Medien AG the competent court is the court at the residence or domicile of the defendant. Consumer agreements are agreements concerning services to be used by the customer for personal or family purposes. In the case of customers who are resident abroad or whose registered office is abroad, the city of Zurich is the place of debt collection and sole place of jurisdiction for all proceedings.

3.25. Confirmation

The customer confirms the application of these GTC by placing a printing order with Staffel Medien AG.

3.26. Changes of the GTC

Staffel Medien AG reserves the right to change the PS GTC at any time. The respective latest version shall be duly published on the Staffel Medien AG website before coming into effect and the user informed in an appropriate manner.

3.27. Legal form of publication

The sole legally binding versions of the GTC which also form an integral part of the contract are those which are published electronically and made available at <https://shop.staffelmedien.ch/Href?Vorlage=AGB>.

In particular cases, Staffel Medien AG can provide customers with a physical version of the GTC on request. 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.

Zurich, December 1st, 2018