



General Terms and Conditions of Business for RenewTracker by INGINIA SA (Copyright by Nexteria Sàrl)

By filling in the registration mask in order to order from RenewTracker (the “Provider”), the Customer (“Customer”) submits, without reservation, to the following General Terms and Conditions of Business (“General Terms and Conditions of Business” or “T&Cs”).

The provider reserves the right to alter these terms and conditions at any time. The amended terms and conditions shall come into force upon being published on the website. The Provider shall make every effort to send the Customer the amended terms and conditions by e-mail or point them out on the website.

I. Software as a Service (SaaS) agreement

1. The Provider shall provide its Customers with SaaS services in the field of business software via the medium of the Internet.
2. The subject of the agreement shall be:
 1. the provision of software of the Provider for use on the Internet, and
 2. the storage of data belonging to the Customer (data hosting).

II. Licensing of the software

1. For the duration of this agreement, the Provider shall provide the Customer with the respective current version of the “RenewTracker” software solution for use, in return for a fee, over the Internet. To this end, the Provider shall install the software on a server accessible to the customer via the Internet.
2. The Provider shall perpetually enhance the software and shall improve it by means of ongoing updates and upgrades. The respective current range of functions can be seen from the specification of services on the Provider’s website (www.renewtracker.com).
3. The Provider shall constantly monitor the complete functionality of the software, and shall remedy any software bugs in accordance with the technical possibilities. A bug shall exist if the software does not fulfil the functions specified in the specification of services, provides erroneous results or does not function correctly in any other way, so that use of the software is impossible or considerably restricted.

III. Rights of use in the software

1. The provider hereby grants the customer the non-exclusive and non-transferable right to use the “RenewTracker” software during the term of the agreement within the scope of the SAAS services, as intended.
2. The Customer may neither duplicate nor edit the software, unless the latter is explicitly permitted in the current specification of services on the website. In particular, even only temporarily installing or saving the software on data carriers (hard disks, etc.) of the hardware used by the customer is not permitted.
3. The Customer shall not be entitled to provide the software to a third party for use, either for a fee or free of charge. The Customer is expressly prohibited from making the software available, in any form, to third parties.
4. The Customer undertakes to design any contractual relations it may have with third parties in such a way that free use of the software by third parties is excluded.

IV. Data Hosting

1. The Provider shall provide the Customer with dedicated storage space on a server, for storing its data. Should the storage space not be sufficient for storing the data, the Provider shall inform the Customer in good time. Should the Customer subsequently fail to order further storage space in return for a fee, any data which exceeds the existing storage space will no longer be stored.
2. The Provider shall ensure that the stored data is accessible via the Internet within the scope of the technical possibilities.
3. The Customer undertakes not to store any content in the storage space, the provision, publication or use of which infringes applicable law or agreements with third parties.
4. The Provider shall be obliged to take suitable and reasonable precautions, within the scope of the technical possibilities, to prevent data loss or unauthorised access of Customer data by third parties. To this end, the Provider shall make regular backups
5. The Customer shall perform regular backups of it's own data stored in “RenewTracker”
6. Following termination of the agreement, the Customer shall continue, for one month (as from the date of termination) to be entitled to access his or her data for extract or backup purpose only. The Provider will erase any data after this one month period without any other notification to Customer.

V. Support and customer service

1. The Provider shall answer any enquiries on the part of the Customer concerning the “RenewTracker” software and any other SaaS services (by e-mail only) published on the website www.renewtracker.com as quickly as possible upon receiving the respective question.

VI. Impairment of availability

1. Any adaptations, amendments or additions to the contractual SaaS services, as well as any measures which serve to establish and rectify malfunctions, shall only lead to a temporary interruption or impairment of the availability if the latter is necessary for technical reasons.
2. The availability of the individual SaaS services shall, on average, amount to 99.5% during the course of the year.

3. No compensation can be requested by Customer for interruption of the services that are less than 24 hours. After 24 hours of interruption, Customer is entitled to receive up to one month fees in compensation. No other compensation will be given in any other case.

VII. Obligations on the part of the Customer

1. The Customer shall be obliged to prevent unauthorised access of the software by third parties, by taking appropriate precautions. To this end, the Customer shall, if necessary, instruct its employees on adherence to copyright. The Customer shall in particular instruct its employees not to make any duplicates of the software or pass on access data to third parties.
2. The Customer shall be personally responsible for entering and maintaining its data and information required in order to use the SaaS services.
3. The Customer shall be obliged to check its data and information for viruses or any other damaging components prior to entering it, and run state of the art anti-virus software to this end. When using the SaaS services for the first time the Customer needs to generate a user ID and a password, which are necessary in order to make use of the SaaS services. The Customer shall be obliged to keep the user ID and password secret, and not make them available to third parties.
4. The Customer shall be required to inform the Provider without delay about any unauthorised use of the user ID or password, or any other interventions in the security. In such cases, the Provider shall, in consultation with the Customer, change the Customer's user ID and password.
5. The Customer shall be required to take any steps which are, according to the Provider's best judgement, necessary for preserving or improving the security of the data, the software and the network connections. The user undertakes to change the password regularly, however at least every 60 (sixty) days.
6. Any failure in the previous point may result to force the provider to stop any access for the Customer until it completely comply with section VII

VIII. Remuneration

1. The Customer undertakes to pay the Provider the agreed fee plus the statutory VAT, in line with its subscription, for the licensing of the software and the data hosting.
2. The Provider shall forward the Customer a statement on the contractually owed fee.
3. The Provider shall be entitled to make an adjustment to the fee and service content as at the next possible termination date, by way of a written notification sent to the Customer. Reasons for such a change in the services shall in particular include technical advancement and the enhancement of the software. Should the Customer not wish to continue the agreement at the amended tariffs, it shall be entitled to terminate it extraordinarily, giving 14 days' notice to the date of the change.

IX. Warranty/liability

1. The Provider shall provide a warranty for the functionality and readiness for operation of the SaaS services, in accordance with the provisions laid down in these General Terms and Conditions of Business.
2. The Customer undertakes to free and relieve the Provider from any claims made by third parties that are based on the data stored by it, and reimburse the Provider any costs which may be incurred by to the latter due to any infringements of rights.

3. The Provider shall be entitled to immediately block the storage space if there is a substantiated reason to suspect that the stored data is illegitimate in nature and/or infringes any rights of third parties. A substantiated suspicion in regard to illegality and/or an infringement of rights shall in particular exist if courts, authorities and/or other third parties make the Provider aware of the latter. The Provider shall without delay inform the Customer about the removal and the reason for it. The block is to be removed once the suspicion has been fully refuted.
4. Within the scope of the statutory provisions, the Provider hereby excludes any liability vis-à-vis the Customer (or any third party), in particular for the fulfilment of its contractual and noncontractual obligations and the loss of data and lost profits (including negligence). This disclaimer shall also apply to any loss that is incurred, either directly or indirectly, through the use of the "RenewTracker" software.
5. In all cases, irrespective of the basis for liability, the mutual liability of the contracting parties shall be limited to the amount of the monthly access fees received in the last two months prior to the damage occurring.

X. Duration/termination/dissolution

1. The contractual relationship shall commence upon registration by the Customer. The Customer currently has the option of choosing between a monthly and an annual subscription.
2. Monthly subscriptions shall be concluded for an indefinite period of time, and may be terminated by either party, always giving one month's notice to the end of the month. , the subscription shall always automatically be renewed for a further month.
3. Annual subscriptions are concluded for a period of one year. Unless the Customer terminates the agreement no later than thirty days prior to expiry of the annual subscription, the subscription shall always automatically be renewed for a further year. The annual subscription shall be invoiced annually in advance.
4. Tendering of cancellation: cancellation must be made by email at renewtracker@inginia.ch. After the cancellation, INGINIA will send an e-mail to the customer, with a confirmation of cancellation. Once the confirmation has been received, the customer's account will be terminated, after the notice period has expired.
5. The parties shall be free to dissolve the agreement immediately for a significant reason. A significant reason for immediate dissolution of this agreement shall in particular exist for the Provider
 - a. if the Customer becomes insolvent or insolvency proceedings are declined due to lack of insolvency assets;
 - b. if the Customer is in default with its payment obligations arising from this contractual relationship to the extent of at least one month's fee and it has been reminded fruitlessly, setting a grace period of two weeks and threatening to dissolve the contract;
 - c. if the Customer culpably infringes any legislation when using the contractual services, or encroaches upon copyrights, intellectual property rights or name rights of third parties;
 - d. If the Customer makes use of the services marketed for the purpose of promoting criminal, illegal or ethically questionable actions.

XI. Data protection/confidentiality

1. The Provider undertakes to keep strict confidentiality concerning any confidential procedures of which it may become aware in the course of preparing, implementing and fulfilling this agreement, in particular trade or business secrets of the Customer, and not to pass on such information to external third parties without the Customer's authorisation. The latter shall apply to any unauthorised third parties, unless it is necessary to pass on information in order to properly fulfil the Provider's contractual obligations.
2. The Provider shall – subject to the reservation of the Customer's written objection – be entitled to name the Customer publicly as a reference, and make use of general information on the agreed contract in a suitable way for the purposes of marketing and distribution.
3. The Provider shall, within the scope of the statutory provisions, be authorised to save and evaluate user data for business purposes (in particular for market research). The Customer hereby declares that he or she is explicitly in agreement with the latter.

XII. Intellectual property rights

1. Intellectual property rights in the services, the "RenewTracker" software, the website and the documentation concerning the services shall remain the property of the Provider.

XIII. Notifications

1. All notifications are, unless a more stringent form is mandatorily stipulated in this agreement or by law, to be directed in writing to the addresses given when the Customer registered or specified on the Provider's website. e-mail shall always be sufficient to meet the requirement for the written form. Notifications by the Provider to the e-mail address specified by the Customer when registering shall, in any event, be deemed a written notification.
2. The contracting parties shall be obliged to let the other contracting party know about any changes of address (including e-mail address) without delay, otherwise any notifications sent to the last address notified in writing shall be deemed to have been received with legal validity.

XIV. Severability clause

1. In the event of any individual clauses of this agreement being invalid, in whole or in part, any invalid provisions are to be reinterpreted, supplemented or replaced in such a way that the economic purpose pursued with the invalid provision is achieved. The same shall apply in the event of there being any contractual loopholes in this agreement.

XV. Place of jurisdiction/choice of law

1. The parties hereby agree upon the application of the law of the Swiss Confederation in regard to any legal relationships arising from the contractual relationship, subject to exclusion of the provisions of international private law (IPR), as well as of the uniform United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. Geneva is agreed upon as the exclusive place of jurisdiction for any disputes which may arise within the scope of executing this contractual relationship.