

Terms & Conditions

Foreword

ipaster GmbH, Churerstrasse 35, 9470 Buchs operates an online platform, primarily via www.ipaster.ch. Customers can use this platform to book cleaning services. The services are carried out by ipaster. The contract is concluded between the customer and ipaster.

1. Scope of application

The General Terms & Conditions (hereinafter referred to as "GTC") apply to all legal transactions that are concluded via the platform www.ipaster.ch.

ipaster reserves the right to change these terms and conditions at any time. In each case, the prevailing version of these terms and conditions, which cannot be unilaterally changed, is decisive.

Conflicting or deviating terms and conditions of the clientele are not recognized.

2. Provision of cleaning activities by ipaster

- I. ipaster offers cleaning services, which are performed by ipaster staff. Ipaster is also entitled to transfer the duties under this contract, in particular the execution of the cleaning activities, to a third party.
- I. ipaster fundamentally undertakes various cleaning tasks:
 - a. **Private customers**
Maintenance cleaning, final cleaning, winter garden cleaning and caretaker service
 - b. **Business customers**
Office cleaning, post construction cleaning, glass cleaning, caretaker service, winter maintenance and hotel cleaning
- II. For maintenance cleanings for private clients all cleaning products, appliances, and equipment etc., will be provided by the customer at his own cost. He is responsible for ensuring that the required work items are available.
- III. The customer shall grant ipaster, respectively its employees, access to the premises to be cleaned and enable the execution of the agreed services. In particular, he must ensure that the areas to be cleaned (e.g. windows) are easily accessible and that there are no obstacles.

3. Conclusion of a contract

When a customer books a service through the ipaster website, he or she will receive a confirmation email. This confirmation is not a contract, but only serves to inform the customer that the e-mail has successfully arrived in the system of ipaster.

A contract between the customer and ipaster only comes into effect when, in a second step, ipaster confirms the booking request to the customer.

I. **Refer a friend**

If an existing or new ipaster customer successfully refers our recurring services (office and hotel cleaning for business customers and maintenance cleaning for private customers) 4 (four) cleaning hours will be given to the recommending customer. These will be immediately credited to the customer, on the next bill.

4. Contract termination

Private customers

The contract on a recurring service runs indefinitely and can always be terminated up to 24 hours before the next assignment start. If the customer does not comply with the notice period, he will be charged for the costs of the cleaning that would have taken place.

- I. Customers who sign up to ipaster through a "Refer a friend" campaign commit to using the recurring service for a minimum of two months.
- II. After the first two months, these customers are also allowed to terminate their contract up to 24 hours before the start of the next assignment.
- III. If the contract is terminated before the end of the first two months, the customer will be charged for the remaining hours that would have arisen until the second month after conclusion of the contract.

Business customers

The contract on a recurring service runs indefinitely and can be terminated within a three-month period.

5. Cancellation right

- I. The customers have a right of withdrawal of 7 days without giving reasons.
- II. The revocation must be in text form (registered letter, fax with confirmation of dispatch, e-mail with subsequent confirmation of receipt by ipaster). The

period begins after receipt of this cancellation policy. To maintain the cancellation period, the timely dispatch of the revocation is sufficient. The revocation must be sent to ipaster GmbH, Churerstrasse 35, 9470 Buchs or via email to info@ipaster.ch. As the sender, the customer must use the previously used contact e-mail address. In his e-mail, the customer has to send the contract documents provided by ipaster as an attachment.

- III. In case of changes or cancellations of bookings the following processing fees will be charged to the customer:
- a) **Changes and cancellations at least 24 hours before the assignment start**
The customer can change or cancel his booking free of charge up to 24 hours before the start of the assignment.
 - b) **Changes and cancellations less than 24 hours before the assignment start**
For changes and cancellations of bookings less than 24 hours before assignment start, the customer will be charged CHF 35,00 processing fee.
 - c) **Cancellation or "de facto cancellation" after the start of the assignment**
If a customer cancels his booking after the start of the order, the customer will be charged with handling fees equal to the total order volume. A "de facto cancellation" exists if the customer by his behavior makes an execution of the booked order impossible. This includes but not limited to:
 - Address or apartment cannot be found due to false information on name or address, wrong name on bell sign or front door, customer not present and not accessible to order start, or access to the object of the booked cleaning not possible. If the execution of an order is not possible due to a "factual cancellation", the customer will be charged with processing fees equal to the total order volume.
 - d) Changes regarding the time or scope of the order as well as other order details must be checked and confirmed by ipaster. By notifying changes, the customer is not entitled to fulfill these changes until a confirmation has been received from ipaster.

6. Obligations

The customers commit to truthful information. ipaster does not accept any warranty with respect to information provided by customers and excludes any liability and any resulting

consequences. In addition, the ipaster reserves the right to irrevocably delete or block profiles and mails without prior notice if there is a suspicion of incorrect or inappropriate behavior by customers. Any fees paid will not be refunded in such cases.

7. Non-solicitation agreement

Customers agree that they will not contact, commission, or have any other economic relationship with ipaster's employees beyond ipaster's offering. In particular, the customer may not hire the employees of ipaster. This is also after termination of the contract between ipaster and the customer for one year.

The customer undertakes to pay a personal penalty of CHF 500 to ipaster in the event of a violation of this non-solicitation, and to terminate immediately any contract with the employee of ipaster. The payment of the leniency penalty does not release the customer from this obligation. ipaster may also claim additional damages that exceed the amount of the contractual penalty.

8. Liability of ipaster

- I. ipaster will use its economic capacity to ensure that cleaning is carried out properly and in line with industry standards. ipaster warrants the quality of the work provided, if all cleaning utensils mentioned in the booking process are present. The provision of maintenance cleaning services is agreed during a certain number of hours. Complaints must be made in writing within 48 hours. The employee must independently obtain any necessary residence and work permits.
- II. ipaster is only liable for intentional and gross negligence. Compensation for non- appearance of employees due to unforeseeable events is excluded.
- III. The booking platforms of ipaster, in particular www.ipaster.ch, also contain links to other websites. ipaster is not responsible for the content of the linked pages / content and assumes neither liability nor guarantee for the correctness or legality of the linked pages. Also, the data protection on the linked sides is not content of these terms of use.
- IV. ipaster makes every effort to ensure that the content on its platforms is correct at the time of its online publication. However, it cannot give any guarantee as to the completeness, content quality and reliability of the data.
- V. ipaster cannot be held liable for any damage caused by third party negligence or unavailable interruptions to the availability of the platforms (such as technical problems of the Internet beyond the control of the party, UMTS

transfer or interruption of the website).

- VI. ipaster reserves the right to interrupt or discontinue any or all features of its websites. ipaster does not accept any responsibility or liability of any kind for interrupting or discontinuing any or all features of its web pages resulting from acts or omissions of ipaster or third parties.

9. Invoicing

By accepting these terms and conditions the electronic invoice dispatch is approved.

10. Copyright

All content provided by ipaster is protected by copyright. Customers may view, print and copy the contents of the platform provided they are used for personal and non-commercial use.

11. Amendments to the framework agreement

In the case of valid reasons (for example change of the legal situation, the most highly juried jurisprudence or the market conditions, extension or adjustment of the service) ipaster is entitled to change individual clauses of these terms and conditions in the future, as far as these changes are reasonable for the customer. Any changes will only be made to the extent required.

ipaster will inform the customer in advance of the intended changes in a suitable form. The changes are considered approved unless the customer objects in writing.

12. Final clause

- I. Should any provision of this agreement be or become ineffective or unenforceable, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid or unenforceable provision with an effective or enforceable provision which comes closest to the economic and ideal one desired by the parties.
- II. Only Swiss law is applicable. The provisions of the UN Sales Convention are excluded.
- III. Exclusive jurisdiction for the treatment of any disputes arising from this contract is Buchs SG, as far as permitted by law.