# General Terms and Conditions OSHOOT Agency

OSHOOT AG · Industriestrasse 19 · 8112 Otelfingen · As of 19 November 2026

> **Convenience translation.** The German version («Allgemeine Geschäftsbedingungen OSHOOT Agency», Stand 19. November 2026) is the legally binding one. In the event of discrepancies, the German version prevails.

## 1. Scope

1.1 These General Terms and Conditions ("GTC") apply to agency services provided by OSHOOT AG (hereinafter "OSHOOT"), in particular concept development, consulting, project management, the development of digital solutions and apps, the operation of software, and campaign and content services.

1.2 Photography, production and video services are governed by the GTC of OSHOOT AG (Studio). Where an order comprises both, these GTC apply to the agency part and the Studio GTC to the production part.

1.3 An order is based on the written offer or the order confirmation (hereinafter the "Main Agreement"). In the event of contradictions, the Main Agreement takes precedence, followed by these GTC. General terms and conditions of the Client do not apply.

## 2. Offer and Conclusion of Contract

2.1 Offers are non-binding and valid for the period stated in the offer. A contract is concluded upon written acceptance or signature of the Main Agreement.

2.2 Amendments and ancillary agreements must be made in writing. E-mail is sufficient.

2.3 By accepting the Main Agreement, the Client accepts these GTC.

## 3. Scope of Services and Changes

3.1 The scope of services is set out in the Main Agreement.

3.2 Requests by the Client that go beyond the scope of services (change requests) are recorded in writing. The additional work is charged at the agreed hourly rate or on the basis of a supplementary offer.

3.3 Each party appoints a responsible contact person. Decisions on scope, deadlines and approvals are recorded in writing.

## 4. Cooperation of the Client

4.1 The Client provides content, data, access and approvals in good time and in full.

4.2 Delays resulting from missing or late cooperation are at the Client's expense. Deadlines are postponed accordingly, and additional costs are borne by the Client.

## 5. Prices and Payment

5.1 Prices are exclusive of VAT. VAT is shown separately.

5.2 Invoices are payable net within 10 days, unless otherwise agreed in the Main Agreement. Partial payments (e.g. a down payment) are governed by the Main Agreement.

5.3 In the event of late payment, OSHOOT is entitled to suspend the work until payment is received. Statutory default interest applies.

## 6. Deadlines and Force Majeure

6.1 Agreed deadlines are indicative unless expressly designated as binding.

6.2 Events beyond the control of the parties (force majeure, e.g. natural events, pandemics, official orders, large-scale power or network outages) extend the deadlines by the duration of the event plus a reasonable start-up period. No claims for damages arise from this. If performance becomes permanently impossible, the outstanding performance obligations lapse; services already rendered must be paid for.

## 7. Rights of Use

7.1 Concepts, drafts, source code and templates remain the property of OSHOOT until payment has been made in full.

7.2 Upon full payment, the Client receives a non-exclusive right of use, unlimited in time and territory, for the purpose agreed in the Main Agreement. Any transfer to third parties requires the written consent of OSHOOT.

7.3 Third-party components used (fonts, images, open-source libraries, software licences) are subject to their respective licence terms.

7.4 OSHOOT may reuse and further develop the underlying software as well as general concepts, methods and building blocks for other projects, but without the Client's data, brand, content and design and without the Client's confidential information.

## 8. Third-Party Services and Platforms

8.1 OSHOOT selects third-party providers (e.g. hosting, databases, app stores, delivery services) with care. The costs of third-party providers are borne by the Client unless they are included in a flat fee.

8.2 The availability of third-party services is beyond OSHOOT's control. OSHOOT is liable for outages occurring at third-party providers only within the limits of clause 11.

8.3 OSHOOT may engage qualified third parties to perform the order (e.g. for development, design or copywriting). OSHOOT remains the Client's sole contracting party and is responsible for the careful selection and instruction of the third parties engaged.

## 9. Acceptance and Defects

9.1 The Client examines delivered services within 10 working days and reports recognisable defects in writing. After this period has expired, the service is deemed accepted, provided no defect has been reported.

9.2 OSHOOT remedies reported defects within a reasonable period.

## 10. Confidentiality and References

10.1 Both parties treat confidential information of the other party as confidential.

10.2 OSHOOT names the Client as a reference only with the Client's written consent.

## 11. Liability

11.1 OSHOOT is liable for damage only in cases of intent or gross negligence. For slight negligence, liability is limited to the remuneration paid for the order concerned, to the extent permitted by law.

11.2 Liability for indirect and consequential damage (e.g. loss of profit, business interruption, loss of data) is excluded to the extent permitted by law.

11.3 Mandatory statutory liability provisions remain reserved.

## 12. Data Protection

12.1 Where personal data is processed on behalf of the Client, the parties conclude a separate data processing agreement. The parties comply with the provisions of the Data Protection Act.

## 13. Termination

13.1 Ongoing operating and flat-fee contracts are governed by the Main Agreement.

13.2 Contracts without a fixed term may be terminated without notice for good cause. Services already rendered must be paid for.

## 14. Final Provisions

14.1 Swiss law applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

14.2 The place of jurisdiction is Zurich. The competence of the data protection supervisory authority remains unaffected.

14.3 Should a provision be invalid, the remainder of the agreement remains valid. The parties replace it with a valid provision that comes closest to its purpose.