
General Terms and Conditions (GTC)

clever hr, beeVisto GmbH

HR services and clever hr Portal for companies

Convenience translation – only the German version is legally binding

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1 Scope and parties

- 1.1** These GTC govern the contractual relationship between beeVisto GmbH, trading as «clever hr», Münchhaldenstrasse 10, 8008 Zurich (CHE-265.196.369) («clever hr» or «Provider»), and its customers («Customer» or «Client»). Each is a «Party», together the «Parties».
- 1.2** The GTC apply to all services the Customer obtains from clever hr, including all follow-up and additional services, even if they are not expressly referred to in an individual case.
- 1.3** Deviating or supplementary terms of the Customer apply only if clever hr has expressly agreed to them in writing.
- 1.4** At the time the contract is concluded, clever hr points the Customer to the GTC and their key clauses (in particular fees, advance payment, liability, termination, data protection) in a suitable, highlighted manner. It ensures the Customer can reasonably take note of them before accepting the contract.

2 Services and conclusion of contract

- 2.1** clever hr provides HR services to SMEs, in particular payroll and social insurance administration, HR administration (contracts, references, joiners and leavers, changes), recruiting and active sourcing, and outplacement and application coaching. clever hr also sets up and operates the clever hr Portal for companies (section 16). The exact scope is set out in the offer, order confirmation or service agreement («Individual Contract»).
- 2.2** Unless the Individual Contract provides otherwise, the services are mandates within the meaning of Art. 394 et seq. of the Swiss Code of Obligations (CO). clever hr owes careful, professional work to industry standards, but not a specific result. In recruiting and active sourcing in particular, no placement or hiring success is owed.
- 2.3** Payroll as pure administration: in payroll, clever hr provides administrative services only (in particular payslips, calculations, filings and payroll documents). clever hr is not the employer of the Customer's employees and does not pay out salaries, social security contributions or withholding taxes. This responsibility stays with the Customer (see section 3.5).
- 2.4** Unless stated otherwise, offers are valid for 30 days. An Individual Contract comes into being when an agreement is signed, a contract offer or order confirmation is accepted, or work starts with the consent of both Parties. For new customers, the start of services is subject to section 4.4 unless the Individual Contract provides otherwise.
- 2.5** In the event of conflict, the data processing agreement («DPA») takes precedence over the Individual Contract and these GTC on questions of data processing. Otherwise, the Individual Contract takes precedence over these GTC. Further annexes apply in the order set out in the Individual Contract.
- 2.6** Private customers / consumers: contracts with private individuals for services for their personal needs (e.g. application coaching, career advice, purchases in the private shop) are governed by the separate General Terms and Conditions for Private Customers (www.clever-hr.ch/agb-privatkunden). Where these GTC exceptionally apply to a contract with a private individual, mandatory consumer protection law prevails; clauses limiting liability and warranty apply only insofar as mandatory law does not prevent this.

3 Customer's duty to cooperate and payroll responsibility

- 3.1 The Customer provides clever hr in good time, in full and in the agreed form with all information, documents, data and access needed to provide the services (e.g. payroll data, personnel master data, employment contracts, time records, system access).
- 3.2 The Customer names a responsible contact person with decision-making authority and a deputy. The Customer reviews the work results it receives (e.g. payslips) before using them or making payments.
- 3.3 The Customer ensures that it is entitled to pass on the personal data of its employees and applicants to clever hr for processing, and that the data protection requirements for this (information, any consents) are met.
- 3.4 If the Customer breaches its duty to cooperate, agreed deadlines are postponed accordingly. The Customer bears additional work and damage caused by such a breach. A duty to pay compensation arises after prior written warning by clever hr.
- 3.5 Payroll responsibility (Client): the Customer is and remains the employer of its employees under employment, social security and tax law, and is solely responsible for payroll. It is responsible in particular for paying salaries on time and for paying all social security contributions (AHV/IV/EO/ALV, BVG, UVG, etc.) and withholding taxes to the competent authorities on time. clever hr only prepares the administrative basis for this (payroll runs, calculations, filings) and does not act as a paying agent. The Customer always provides the funds needed for salaries and contributions itself. The Customer alone is responsible for the consequences of late payment, fines, back payments or damage resulting from payments it did not make or made late.

4 Fees and payment terms

- 4.1 The prices agreed in the Individual Contract apply. All prices are net. VAT is charged in addition only if and from the time beeVisto GmbH is entered in the register of VAT-liable persons and the tax is legally owed, at the rate then applicable by law. Expenses are charged additionally at actual cost where agreed.
- 4.2 Advance payment of the basic contract: the recurring fee for basic contracts (ongoing basic services) is invoiced monthly in advance and is due before the service month concerned. clever hr may instead invoice the basic fee quarterly, i.e. three (3) months in advance, if this is agreed in the Individual Contract or requested by the Customer.
- 4.3 Additional services / extra work: services beyond the basic contract, variable quantities, expenses and one-off or project-related extra work («Additional Costs») are invoiced afterwards, usually monthly after the work is done or completed.
- 4.4 New customers: unless the Individual Contract provides otherwise, services start only once an advance payment of 100% of the agreed fee for the first three months of the basic contract has been received. clever hr issues the invoice with a payment term of 14 days. The agreed start date is postponed if the advance payment is not received in time. After the first three months, the basic contract continues under section 4.2.
- 4.5 Payment term: unless expressly agreed otherwise, all invoices are payable within 14 days of the invoice date. Justified objections must be raised in text form (including e-mail) within this period. If no objection is raised, the invoice is deemed accepted.
- 4.6 In the event of late payment, default interest of 5% per annum is owed without reminder. clever hr may suspend further services until payment is made in full. Any resulting extra work is charged to the Customer. For ongoing contracts, clever hr may also make future services subject to advance payment or security.
- 4.7 The Customer may offset counterclaims only if they are undisputed or legally established.
- 4.8 For a corporate customer's first order, we charge the set-up fee stated in the offer once. It applies regardless of which services are agreed and whether a subscription is concluded. It includes four hours of set-up work. Each further hour is charged at the hourly rate stated in the offer, based on actual time. What counts is the duration of the work, not the number of people we deploy. We inform the Customer of the additional work and obtain its approval before carrying it out. The fee is charged with the first invoice and is not charged again for follow-up orders from the same corporate customer. The agreed payment terms remain unchanged.

5 Work results and intellectual property

- 5.1 Results for the Customer: work results that clever hr creates for the Customer as instructed and that by their nature belong to the Customer (in particular payslips, references, contracts, personnel documents and the Customer's personal data) pass into the Customer's ownership or unrestricted control on full payment.
- 5.2 clever hr's methods and tools: all rights to clever hr's own methods, templates, processes, checklists, software, AI-based tools and other existing or generally usable know-how remain exclusively with clever hr. The Customer receives a non-exclusive, non-transferable right to use them to the extent needed to use the services.
- 5.3 clever hr may also use the general knowledge and experience gained while providing the services for other customers, provided no confidentiality or data protection duties are breached.

6 Use of artificial intelligence

- 6.1 clever hr uses AI-based tools to work more efficiently, e.g. for active sourcing, drafting references and administrative tasks. They are always used under human control. Final results are reviewed by clever hr before being handed over.
- 6.2 clever hr takes appropriate measures to ensure that personal data is used only in compliance with data protection law and not for uncontrolled training by third parties. Automated individual decisions with legal effect on the persons concerned are not made without human review.

7 Review and complaints

- 7.1 Where clever hr delivers a defined work result (e.g. a payroll run), the Customer reviews it promptly after receipt. Complaints must be made in text form (including e-mail) within a reasonable period, at the latest within ten (10) working days of receipt.
- 7.2 For ongoing services without a defined work result, a complaint is on time if it is made promptly after the defect becomes known. There is no formal acceptance.

8 Warranty

- 8.1 clever hr warrants that the services are provided with the care customary in the industry and professionally. For mandates, no specific result is owed.
- 8.2 If a delivered work result has a defect for which clever hr is responsible, clever hr remedies it within a reasonable period by correction (e.g. correcting a faulty payslip). If this fails despite a reasonable grace period, the Customer may demand a reasonable reduction of the fee.
- 8.3 The warranty does not apply if a defect is due to incomplete or incorrect information from the Customer, insufficient cooperation, or later changes made by the Customer or third parties.

9 Liability

- 9.1 clever hr is liable without limitation for damage caused intentionally or by gross negligence and for personal injury.
- 9.2 Otherwise, clever hr is liable only for direct damage that the Customer can prove was caused by a culpable breach of contract.
- 9.3 To the extent permitted by law, this liability is limited in total to the fee owed for the service concerned in the year of the damage, but no more than CHF 10,000 per event and CHF 50,000 per calendar year.
- 9.4 To the extent permitted by law, liability for indirect and consequential damage is excluded. This includes in particular lost profit, unrealised savings, recourse claims by third parties, and fines and back payments from late or incorrect payroll processing, unless caused by clever hr's gross negligence. The Customer's sole payroll responsibility under section 3.5 remains unaffected.
- 9.5 clever hr is liable for auxiliary persons it engages as for its own actions. Any further liability is excluded.

10 Confidentiality and references

- 10.1 Each Party keeps all confidential information of the other Party secret and uses it only to perform the contract. This duty continues after the contract ends.
- 10.2 This does not apply to information that is demonstrably already known, publicly available or lawfully obtained from third parties. The Parties pass the confidentiality duty on to their employees and any third parties they engage.
- 10.3 clever hr may name the Customer as a reference (name/logo) only with its prior consent.

11 Data protection and data processing

- 11.1 Roles: where clever hr processes personal data on the Customer's behalf as part of the services (in particular payroll and HR administration), clever hr acts as processor within the meaning of Art. 9 of the Swiss Federal Act on Data Protection (FADP). The Customer remains the controller.
- 11.2 The Parties conclude a separate DPA for this, which forms an integral part of the Individual Contract. It covers in particular the subject and purpose of processing, categories of data subjects and data, technical and organisational measures, sub-processors, processing abroad, support with data subject rights, reporting of data security breaches, and return or deletion of data at the end of the contract. On questions of data processing, the DPA takes precedence over the Individual Contract and these GTC.
- 11.3 clever hr processes the Customer's data only according to its documented instructions and as part of providing the services. Data is disclosed abroad only if adequate data protection is ensured (e.g. recognised countries or suitable safeguards).
- 11.4 The Customer warrants that the data it transmits was lawfully collected and that clever hr may lawfully process it.
- 11.5 If the Customer provides its own software or data system for the services, the agreed processing takes place within that system, following the access and security rules set out in the Individual Contract and the DPA. Choosing and operating the system, and engaging the system provider, are the Customer's responsibility. clever hr is responsible for its own access and for following instructions.
- 11.6 If the Customer does not provide its own system, the use of a software solution provided or engaged by clever hr is governed by the Individual Contract and the DPA. Software costs, sub-processors and data processing locations must be agreed in writing before services start. Section 16 additionally applies to the clever hr Portal.

12 Term, termination and end of contract

- 12.1 Ongoing services (subscription / continuing obligation): contracts for ongoing services (e.g. payroll, HR administration, recruiting subscription) run for an indefinite period unless agreed otherwise. Either Party may terminate them with two (2) months' notice to the end of a calendar month. Section 16.13 applies to the clever hr Portal. Advance payments already made for periods after the contract ends are refunded pro rata, insofar as the services are no longer provided.
- 12.2 Project / one-off services: contracts for time-limited one-off services (e.g. a single outplacement mandate, recruiting on an hourly basis) end once the service has been fully provided.
- 12.3 Either Party may terminate the contract without notice for good cause. This applies in particular in the event of a material breach of contract that is not remedied within 30 days, and in the event of late payment, bankruptcy or a debt restructuring moratorium of the other Party.
- 12.4 Terminations must be made in text form. When the contract ends, clever hr hands over the Customer's data and work results in a common format and deletes the remaining data under the DPA and the statutory retention duties.
- 12.5 Where a contractual relationship qualifies as a mandate under Art. 394 et seq. CO, both Parties' right to terminate at any time under Art. 404 para. 1 CO remains unaffected. If termination occurs at an inopportune time, any damages are governed exclusively by Art. 404 para. 2 CO. Prepaid fees for services no longer provided are refunded pro rata.

13 Force majeure

- 13.1 Neither Party is liable for failure to perform its obligations insofar as this is due to force majeure (e.g. natural events, epidemics/pandemics, official orders, prolonged failure of public infrastructure). Deadlines are postponed accordingly. The Customer's duty to pay for services already provided remains.

14 Final provisions

- 14.1 The Parties are independent of each other. The contract does not create an employment, partnership, joint venture or agency relationship.
- 14.2 Amendments and additions to the contract must be made in writing. Electronic signatures are treated as equivalent. Verbal side agreements are not valid.
- 14.3 clever hr may amend these GTC. The Customer is notified of changes in text form at least 30 days before they take effect. Material changes apply only with the Customer's express consent. If the Customer objects in time, either Party may terminate the contract as of the date the changes take effect.
- 14.4 If individual provisions are invalid, the rest remain valid. The invalid provision is replaced by a valid one that comes closest to its economic purpose.

15 Governing law and place of jurisdiction

- 15.1 The contract is governed exclusively by substantive Swiss law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). To the extent permitted by law, the exclusive place of jurisdiction is Zurich.

16 Special terms for the clever hr Portal

- 16.1** Scope and precedence: this section applies if the Individual Contract includes the clever hr Portal («Portal», managed dedicated HR system). It supplements sections 1–15 and takes precedence over them for the Portal. The Individual Contract takes precedence over this section; section 2.5 applies to questions of data processing.
- 16.2** Service: clever hr sets up the clever hr Portal for the Customer and operates it on a server reserved exclusively for the Customer. Set-up covers in particular providing the server, installation, basic configuration with Swiss templates and the web app for employees. Employees use the Portal in the browser; an app from an app store is not part of the contract. The specific functions are set out in the Individual Contract.
- 16.3** Operation exclusively by clever hr: clever hr operates, monitors, backs up and maintains the Portal. The Customer receives personal logins giving insight into the system to the agreed extent. No software is licensed to the Customer or installed on its premises, and the Customer receives no access to the server, database or system administration. clever hr provides the agreed payroll and HR services in this system under sections 1–15.
- 16.4** Updates and maintenance windows: clever hr regularly installs current versions and security updates, as a rule monthly; urgent security updates may be installed at short notice. Where possible, clever hr carries out planned maintenance causing noticeable interruptions outside normal office hours (Monday to Friday, 8 am to 6 pm) and announces it in text form at least three working days in advance, except for urgent security measures. Updates may change functions and layout; clever hr informs the Customer in advance if an agreed function is materially restricted.
- 16.5** Availability and incidents: clever hr aims for high availability. A specific availability is owed only if expressly agreed in the Individual Contract. Announced maintenance windows, incidents within the Customer's sphere of responsibility and incidents outside clever hr's control (e.g. general internet or power outages, force majeure) do not count as downtime. The Customer reports incidents to office@clever-hr.ch or by phone; clever hr resolves them on working days (Monday to Friday, excluding Zurich public holidays) with a priority appropriate to their severity.
- 16.6** Backups: clever hr backs up the Portal's data regularly, as a rule daily, encrypted and separately from the server, and tests restorability at reasonable intervals. Backups serve to restore the system. The Customer remains responsible for its statutory retention obligations; clever hr provides the data export under section 16.10 for this purpose.
- 16.7** Location: in the Individual Contract the Customer chooses whether the server and backups are operated in Switzerland or in a member state of the European Union. The country is changed only with the Customer's consent. Disclosure of personal data abroad is governed by Art. 16 et seq. of the Swiss Federal Act on Data Protection («FADP») and the DPA.
- 16.8** Customer cooperation: the Customer appoints a responsible contact person for the Portal, requests its users' logins and permissions from clever hr and reports leavers without delay. It keeps access credentials confidential, uses the two-factor sign-in offered and reports any suspected misuse immediately. It informs its employees about the use of the Portal and the related processing of their personal data. Security or load tests on the Portal require clever hr's prior consent. clever hr may temporarily block individual accounts if a security risk or misuse is imminent and informs the Customer without delay.

- 16.9** Right of use and software: for the term of the contract the Customer receives a non-exclusive, non-transferable right to use the Portal for its own purposes through its authorised users. Ownership of and rights in the software, configurations, templates and operating tools remain with clever hr or the respective rights holders; there is no right to delivery of software, source code or server images. The Portal uses, among other things, third-party open-source components governed by their respective licence terms; any rights the Customer mandatorily has under them remain reserved. clever hr may replace components provided the agreed functions are essentially preserved.
- 16.10** Customer data, export and deletion: the data stored in the Portal belongs to the Customer; clever hr processes it solely to perform the contract. When the contract ends, the Customer receives a complete export of its data in common machine-readable formats (e.g. CSV or XLSX for records, files in their original format); the export is included in the price and is provided within 30 days of the end of the contract. After the Customer confirms receipt, and no later than 60 days after the end of the contract, clever hr deletes the data on the server and in the backups and confirms the deletion in text form, subject to clever hr's statutory retention obligations and different instructions in the DPA. clever hr does not exercise any right of retention over the Customer's data.
- 16.11** Data processing on behalf: for the personal data in the Portal, clever hr is a processor within the meaning of Art. 9 FADP; section 11 and the separate DPA apply. As sub-processors, clever hr uses in particular the provider of the server or data centre in the chosen country, the provider of the backup storage location and a service for sending system notifications; the list is set out in the DPA. clever hr gives prior notice of any new sub-processor; the Customer may object for good cause. clever hr reports data security breaches to the Customer as soon as possible (Art. 24 para. 3 FADP).
- 16.12** Supervised customers: if the Customer is subject to government supervision (e.g. by FINMA) and obtaining the Portal or the HR services counts as outsourcing under supervisory law, the Parties will, at the Customer's request, agree in a separate agreement in particular on information, disclosure and audit rights of the Customer, its audit firm and the supervisory authority, on location and access, on sub-outsourcing and on contingency and exit planning. The resulting additional work is remunerated as agreed. The Customer assesses whether the arrangement is permissible under supervisory law.
- 16.13** Fees, term and termination: the one-off amounts (set-up of the clever hr Portal and the HR administration and payroll set-up fee under section 4.8) are due on signing of the Individual Contract and payable within 10 days. The monthly fees (ongoing IT system fee and HR software operating fee) are charged only from the official go-live, the date of which the Parties set jointly in text form, and are invoiced monthly in advance; the advance payment under section 4.4 does not apply to these fees. The Portal has a minimum term of three months from the official go-live. Thereafter either Party may terminate it with one month's notice to the end of a calendar month, for the first time to the end of the minimum term. Payroll and HR administration are governed by the Individual Contract and section 12.1; if only the Portal ends, clever hr continues to provide these services under section 11.5 or 11.6.
- 16.14** Relationship with Art. 404 CO: insofar as the right to terminate at any time under Art. 404 para. 1 CO applies mandatorily, it remains reserved (section 12.5). Early termination does not create an obligation to pay fees for services no longer provided. If it occurs at an inopportune time, the terminating Party compensates the resulting damage under Art. 404 para. 2 CO; this includes in particular demonstrably unavoidable costs that clever hr owes to the server provider for the Customer's server up to the next possible termination date. Set-up services already provided are not refunded; prepaid amounts for services not provided are refunded pro rata.
- 16.15** Liability and late payment: section 9 applies. In the event of data loss, clever hr is liable, except in cases of intent or gross negligence, only for the effort of restoring the data from the last proper backup. In the event of late payment, clever hr may restrict access to read-only after a reminder setting a deadline of at least ten days; the data export remains possible even then.

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