
General terms and conditions for private customers

clever hr, beeVisto GmbH

Coaching and application services for private individuals, including the private shop

This is a translation for convenience. Only the German version is legally binding. German version:
www.clever-hr.ch/agb-privatkunden

Version 25 September 2026

1 Who we are and what these terms cover

- 1.1** The provider is beeVisto GmbH, trading under the brand «clever hr», Münchhaldenstrasse 10, 8008 Zurich, UID CHE-265.196.369, email office@clever-hr.ch, telephone +41 44 589 73 11 («clever hr», «we»).
- 1.2** These terms apply to contracts with private individuals for services for personal needs («you»), in particular purchases in the private shop on www.clever-hr.ch and offers to private individuals that refer to these terms. For companies, our terms for companies apply (www.clever-hr.ch/en/terms).
- 1.3** Adults with a place of residence in any country may book. All prices are in Swiss francs. The language of the contract is German.
- 1.4** The version of these terms in force at the time of your booking applies. We do not change them unilaterally for contracts already concluded.

2 How the contract is formed

- 2.1** You choose a package in the private shop, enter your contact and billing details and confirm these terms. We then direct you to our payment service Stripe. There you see the package and the final price again and can check and correct your details before paying, or abandon the purchase.
- 2.2** By clicking the «Pay» button you make a binding booking with an obligation to pay. The contract is formed once payment is confirmed. We confirm the booking to you by email without delay; the email contains the withdrawal instructions and the model withdrawal form in the text. If payment fails, no contract is formed.
- 2.3** For an individual offer, the contract is formed on your acceptance; if the offer provides that payment counts as acceptance, it is formed when the payment is received.

3 Prices and payment

- 3.1** All prices are final prices in Swiss francs. You pay exactly the amount displayed; no fees or surcharges are added. beeVisto GmbH is currently not entered in the register of VAT-liable persons and therefore does not charge VAT.
- 3.2** In the private shop you pay in advance by card or TWINT via Stripe. Stripe does not pass your payment data on to us; we receive only the details needed for the booking. You receive an invoice marked «paid» by email.

4 Our services

- 4.1** The content, number and duration of the sessions and any correction rounds follow from the description of the package at the time of your booking, for example interview training, salary negotiation coaching, a career check-in with two sessions, AI-ready applications, a CV and application check, or a CV and cover letter service. Sessions take place online by video call unless agreed otherwise.
- 4.2** We advise you carefully and to the best of our knowledge (mandate under Art. 394 et seq. of the Swiss Code of Obligations, OR). We cannot promise a specific outcome, such as an invitation, a position or a specific salary; third parties decide that.
- 4.3** After payment you receive the next steps by email and, depending on the package, a personal link for your documents and a link to book an appointment. If at purchase you did not ask us to start before the withdrawal period ends (section 6.1), you receive the appointment link after the period ends and we start the work only then; you may send your documents before that.
- 4.4** You may use the results we create for you (for example a revised CV, a cover letter, notes) without restriction for your applications. Our methods, templates and tools remain with us.
- 4.5** **Service until:** Each package has a performance period (package description). It begins with payment or, if you did not request the early start, after the withdrawal period ends. We tell you the date by which we perform the service before the purchase and in the booking confirmation. If you choose a later appointment or send your documents later, the date moves accordingly.
- 4.6** **Building blocks:** Each package consists of building blocks with a fixed share of the price, for example a session or a delivered draft (package description). A building block is performed when the session has taken place or we have delivered the result to you. It counts as taken if you cancel a session less than 24 hours beforehand or do not attend (section 5.3), or if we have started work without an appointment (section 4.7). The shares apply to withdrawal (section 6.1), cancellation by us (section 6.4) and expiry of the period (section 6.5); sections 6.2 and 6.3 apply to your cancellation.
- 4.7** **Work without an appointment:** For work without an appointment, such as written feedback, a draft, a correction round or an evaluation, we tell you the start of the work beforehand by email. If the service has not yet begun, that start is at the earliest 24 hours after your documents, your correction requests or the preceding session are complete, and you may cancel your booking free of charge until the actual start. From the start we devote our working time to you, the building block counts as taken and the service as begun (section 6.3).

5 Appointments, postponement and cancellation

- 5.1** You book appointments through the personal link you receive after payment. Each link is for the session paid for.
- 5.2** **Up to 24 hours before the start you may cancel any appointment free of charge** and postpone it once free of charge through the link in your appointment confirmation; a further change is a free cancellation, after which you receive a new appointment link. The session does not then lapse, and we charge no fee. What counts is the time your cancellation reaches us (Calendly, the online form «Withdraw from contract», email to office@clever-hr.ch). This section concerns the single appointment; what you receive back when you cancel the whole booking is set by sections 6.2 and 6.3.
- 5.3** **Cancellation with less than 24 hours' notice and failure to attend:** For every booked appointment we reserve advisory time for you that we can no longer assign elsewhere at short notice. **If you cancel an appointment less than 24 hours before the start, postpone it during that time or do not attend, that session counts as taken and lapses. If it is your first session, the service begins with that, and the full price of your package remains paid, also for later sessions (section 6.3).** We keep it as the agreed lump sum for the reserved time and the revenue lost (cancellation at an inopportune time, Art. 404 para. 2 OR). For an important reason, such as illness, an accident or a family emergency, we may offer you a replacement appointment as a gesture of goodwill; there is no entitlement to one. If you are late, the session ends at the scheduled time. Section 6.1 applies to a withdrawal within the withdrawal period.
- 5.4** If we have to cancel an appointment, you receive, at your choice, a replacement appointment or a refund of the share not performed.

6 Withdrawal, cancellation and refund

In short: within 14 days you may withdraw without giving a reason and pay only for what we have performed by then at your request. After that you cancel free of charge as long as the service has not begun: up to 24 hours before your first session, or until the announced start of work without an appointment. Once the service has begun, including a cancellation less than 24 hours before the first session or a failure to attend, the full price remains paid, also for later sessions.

- 6.1 Right of withdrawal:** You may withdraw from the contract within 14 days of its conclusion without giving reasons, as described in the withdrawal instructions at the end of these terms. This applies to all customers, regardless of place of residence. On a withdrawal, sections 5.3 and 6.3 do not apply: you pay only the share of the sessions held and the results delivered up to the withdrawal, and only if you asked us to begin before the period ends. The right of withdrawal expires when we have fully performed the service at your request. A right of withdrawal under Art. 40a et seq. OR remains reserved.
- 6.2 Cancelling:** You may cancel your booking at any time (Art. 404 OR): online via «Withdraw from contract» (os.clever-hr.ch/buchen/widerruf), by email to office@clever-hr.ch or by telephone. As long as the service has not begun, cancellation is free of charge, that is up to 24 hours before your first session or until the announced start of work without an appointment (section 4.7): we refund the full price and charge no cancellation fee.
- 6.3 Full price once the service has begun: as soon as the service is being performed (you cancelled or postponed your first session less than 24 hours beforehand or did not attend, a session has taken place, we have started work without an appointment or delivered a result to you), the full price is owed, also for parts not yet taken.** This also applies to later sessions, and also if you cancel 24 hours or earlier before a later session; a cancellation from that point leads to no refund. The package is one overall service at one overall price: from the start we keep advisory time and processing ready for the whole package. We keep the price as the agreed lump sum for termination at an inopportune time (Art. 404 para. 2 OR). Withdrawal (section 6.1), cancellation by us (section 6.4), expiry of the period (section 6.5) and your rights under section 9.1 remain reserved.
- 6.4 Cancellation by us:** If we cancel for a reason on our side, for example because we cannot offer a suitable appointment, we always refund the full amount for everything we do not perform, with no deduction and without the 24-hour rule. Before the service begins, that is the whole price. If we terminate for an important reason on your side, sections 6.2 and 6.3 apply.
- 6.5 Expiry of the period:** If by the date «service until» (section 4.5) you do not book an appointment or do not send any documents, we remind you twice, 14 days apart. We then end the contract and refund the building blocks that were not performed and not taken.
- 6.6 Payout:** We pay refunds within 14 days of receiving your notice, back by the same means of payment, as a full or partial refund. If that is no longer possible (for example with TWINT more than 180 days after payment), we transfer the amount to an account you name to us. We do not deduct payment fees from you. You receive a confirmation with the breakdown and a credit note as evidence.

7 Your documents

- 7.1 You upload documents through your personal link. The link is valid for 14 days; you receive a new one on request. A reply to our email is enough for questions.
- 7.2 If the upload does not work, simply send us your documents by email to office@clever-hr.ch.
- 7.3 Please send us only documents that are needed for the service and that you are allowed to pass on. We generally do not need details of health, religion or other particularly sensitive matters. You are responsible for the accuracy of your information.
- 7.4 We keep your documents, for example your CV, certificates, cover letter, salary details and all uploaded files, at most until the advice or the workshop is completed, and we delete them afterwards. If the service is not completed (for example because follow-up appointments are never booked), we delete them at the latest 90 days after the last appointment, the payment or the last upload. For longer we keep only what the law requires: the invoice and booking records for ten years (Art. 958f OR), and none of your documents.

8 Confidentiality, data protection and AI

- 8.1 We treat your information and documents as confidential and use them only to perform the service booked. This duty also applies after the contract ends.
- 8.2 How we process personal data is set out in our privacy policy (www.clever-hr.ch/en/privacy). For payment we pass the necessary details to Stripe, and for appointment booking to Calendly. How long we keep your documents and records is set out in section 7.4.
- 8.3 Where we use AI-supported tools, that is under human control; we review the results before you receive them. We do not allow your documents to be used to train third parties' AI models.

9 Complaints and liability

- 9.1 If a result does not match the description, please tell us within 30 days of receipt. We put it right; if that does not succeed, we refund an appropriate part of the price.
- 9.2 We are liable without limit for damage caused by intent or gross negligence and for personal injury. For slight negligence our liability is, to the extent permitted by law, limited to the price of the service concerned. We are not liable for decisions of employers or other third parties.

10 Applicable law and place of jurisdiction

- 10.1 Swiss law applies. If, as a consumer, your habitual residence is outside Switzerland, the mandatory consumer protection provisions of the state of your habitual residence remain reserved.
- 10.2 The place of jurisdiction is Zurich. As a consumer you may also sue in the court of your place of residence; we sue you only at your place of residence (in Switzerland, Art. 32 of the Swiss Civil Procedure Code, ZPO). Mandatory places of jurisdiction remain reserved.
- 10.3 If a provision is invalid, the remaining provisions stay valid.

Withdrawal instructions

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day on which the contract was concluded.

To exercise your right of withdrawal, you must inform us (beeVisto GmbH, clever hr, Münchhaldenstrasse 10, 8008 Zurich, Switzerland, telephone +41 44 589 73 11, email office@clever-hr.ch) of your decision to withdraw from this contract by a clear statement (for example a letter sent by post or an email). You may use the attached model withdrawal form for that, but it is not prescribed.

You may also exercise your right of withdrawal online at os.clever-hr.ch/buchen/widerruf («Withdraw from contract»). If you use this online function, we will transmit to you without delay, on a durable medium (for example by email), an acknowledgement of receipt with information on the content of the withdrawal statement and the date and time of its receipt.

To meet the withdrawal deadline, it is sufficient for you to send the communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested that the services begin during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract. The shares of the building blocks under the package description are decisive (section 4.6); only sessions held and results delivered count.

Expiry of the right of withdrawal

Your right of withdrawal expires if we have fully performed the service and you expressly requested, before the start, that we begin before the end of the withdrawal period, and confirmed that you lose your right of withdrawal upon complete performance of the contract.

Model withdrawal form

(Complete and return this form only if you wish to withdraw from the contract.)

To beeVisto GmbH, clever hr, Münchhaldenstrasse 10, 8008 Zurich, Switzerland, email office@clever-hr.ch:
I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service (*):

Ordered on (*):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

(*) Delete as appropriate.

This is a translation for convenience. Only the German version is legally binding. German version:
www.clever-hr.ch/agb-privatkunden

beeVisto GmbH · clever hr · Münchhaldenstrasse 10, 8008 Zurich · Version 25 September 2026