Terms and Conditions
OPTURE AG, OPTURE GmbH, OPTURE Ltd.

1. General
Our general terms and conditions apply exclusively; Terms and conditions of the buyer that are contrary to or supplement our general business terms do not apply to us. This also applies if we do not expressly contradict them or carry out the delivery to the buyer without reservation in the knowledge of such conditions of the buyer. Supplementary or changing side agreements are only valid if we have confirmed them in writing.

2. Subject of the contract
(1) The subject of the contract is the granting of the personal, non-exclusive and non-transferable right to use the Opture Risk Management software from OPTURE AG as a multi-user (web application), in addition to awarding of the technical documentation and the user manual.
(2) The object of the contract is also the implementation and maintenance of the contractual software and the defined services as part of the system introduction.

3. Prices
(1) Our prices are net prices, plus the applicable statutory value added tax. Our prices are without discounts.
(2) Our prices are due for payment after receipt of the invoice, unless otherwise stated on the invoice.

4. Rights of use
(1) The right of use entitles the user to use the Opture Risk Management Software within the scope of normal use. The right of use does not extend to other types of use.
(2) The normal use includes the loading of the program into the working memory and its sequence according to Art. 3 and all necessary actions within the framework as permissible usage actions an error correction in accordance with Section 7. Paragraph 2 (de-compilation and change of program).
(3) The user may load the software into the work memory and let it run. The program must not be functional in a working memory more than once at any time.
(4) Porting (transfer, transfer, migration) of the software to other system environments is not permitted.
(5) Any forwarding of the software, documentation, manual, screen shots, and other content requires the explicit written approval of the manufacturer.
(6) The right to use the software is not transferable.

5. Copyright protection
(1) The software is protected by copyright.

6. Reproduction rights
(1) The user may not reproduce the supplied program. Exceptions only exist if the respective duplication is necessary for the trouble-free use of the program. The necessary changes include loading the program into the working memory and making a backup copy. However, only a single backup copy may be made and kept. The user bears the burden of proof to prevent trouble-free usability and the necessary duplication.
(2) Further reproductions, which also include the output of the program code to a printer and the photography of the manual, may not be made. In particular, it is prohibited to save the computer program or parts thereof, modified or unchanged, in other data formats, unless this is absolutely necessary is to secure the work result while observing the processing rights.

7. Decompilation and program changes
(1) The retranslation of the provided program code into other code forms (de-compilation) as well as other types of inference of the various production stages of the software (reverse engineering) are not permitted,
(2) The user may correct errors in the computer program and make necessary changes in this context. A correctable error exists if (a) the properties of the program deviate from the program description in the documentation or the program does not fulfill its objectively intended task and (b) in addition, the course of the program is not only insignificantly disturbed. The manufacturer must be informed of the existence of such a fault. Without any legal obligation, the manufacturer endeavors to support the user in the troubleshooting. If the manufacturer reports the error within a reasonable period of time, error reports by the user are prohibited. The user is not allowed to make improvements beyond a mistake correction. There is no entitlement to the replacement of error repair costs. Warranty rights of the user remain unaffected by this regulation.
(3) Outside of the actions described, the user may not make any changes, translations or reproductions of the computer program due to copyright protection, not even partially or temporary, of whatever type and by whatever means.
(4) Copyright notices, serial numbers as well as other features that are relevant to the program identification may not be removed or changed.

8. Resales and Sublease
(1) The user may not sell, give away or rent the software in whole or in part to third parties.
(2) The user may not leave the software to third parties if there is a suspicion that the third party will violate the terms of the contract, unauthorized duplication manufacture, decompile or change the program, or are in contact with a potential competitor of the manufacturer.

9. Inspection and notification requirements
(1) The user is obliged to inspect the delivered software immediately for defects. The manufacturer must be notified of these defects in writing within 14 days of delivery. If this period is not met, warranty claims (see Section 11 Warranty) are excluded due to the defect in question.
(2) The identified deficiencies or defects are to be specified, stating the purchase and transfer date, the version status of the software complained about, the detailed description of the error and the symptom to be described as precisely as possible.
(3) In the event of violation of the obligation to inspect and give notice of defects, the software is deemed approved in view of the defect in question.

10. Liability
(1) Unless otherwise stipulated in the remaining provisions, OPTURE AG is liable for damages due to contractual or non-contractual obligations if its legal representatives, senior employees and vicarious agents are involved.
(2) Existing liability for intent or gross negligence on the part of vicarious agents as well as in cases of slight negligence is limited in amount to the foreseeable damage typical for the contract. In addition, the liability for each individual damage is limited to 50% of the total net fee volume and / or software price, up to a maximum of EUR 30,000.
(3) Contractual claims for damages on the part of the customer against OPTURE AG expire within a period of six months from their creation.

11. Warranty
(1) Any warranty for defects of any kind is expressly discarded by the manufacturer, insofar as this is legally permissible.
(2) In the event of a warranty, the manufacturer is entitled and obliged to make subsequent improvements free of charge. Other warranties are expressly excluded.

12. Terms of payment and retention of title
(1) After the contractual software has been handed over to the user, the manufacturer will give the user the stated price plus incidental additional costs and plus statutory VAT invoice. Invoices are due for payment immediately upon receipt without reductions.
(2) If payment is not made within 2 weeks, reminder- and handling fees of EUR 25.00 per reminder will be charged.
(3) The monthly license fees are invoiced in full (12 months) annually in advance.
(4) In the event of termination, there will be no reimbursement of proportionate license fees already paid.

13. Start and end of contract
(1) Unless otherwise agreed, the contractual relationship begins on the day the offer / order is signed and is automatically and tacitly extended by one year at a time.
(2) The ordinary termination of the contract takes place by observing a notice period of 6 months at the end of the rental period.
(3) All rights of the licensee to use the software end upon termination of the contract. The software is to be returned to the licenser immediately and to be deleted from all servers and databases.

14. Property rights and patents
(1) The customer is obliged to respect the patents and property rights used in the context of our production and technology, and neither our systems nor their details and accessories to make it accessible to third parties for replication.

15. Final provisions
(1) The place of jurisdiction for all disputes arising between the parties from the contractual relationship is Zurich (Switzerland).
(2) All agreements and side agreements or amendments to this contract that are not shown in this contract must be made in writing.
(3) Swiss law applies to contractual and other legal relationships.
(4) If a provision in this contract or a provision under other agreements should be or become ineffective, the effectiveness of all other provisions or agreements will not be affected.

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