



General terms and conditions

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CorVpoint STUDIO · Courtepin, Switzerland · corvpoint.ch

1. Scope and parties

These terms apply to individual services of CorVpoint STUDIO, in particular software development, web development, automation, digital concepts, consulting and related project services.

They apply to companies and organisations (B2B) and, where a consumer is exceptionally a contracting party, also to B2C. Mandatory consumer rights prevail over conflicting clauses. CorVpoint currently does not operate an organised online distance-selling scheme for consumers.

2. Priority of individual agreements

An individual offer, an individual contract or a documented deviation prevails over these terms.

The customer's general purchasing terms apply only if CorVpoint expressly agrees to them.

3. Offer and conclusion of contract

Offers are non-binding unless they are expressly designated as binding and time-limited.

A contract is formed by express acceptance, documented digital approval, signed return or another traceable act of acceptance. A request, briefing or upload alone does not create a contract.

4. Digital acceptance, validation and project start

Acceptance may occur in writing, by email, through the customer portal, by documented digital approval or in another traceable way if this is suitable for the act.

Before project start CorVpoint may require customer validation, complete cooperation, acceptance of the contractual documents and due deposits or milestones. Qualified electronic signatures or written form remain reserved where law or agreement so require.

5. Scope of services

Nature, scope and delimitations follow from the offer, the briefing and the written agreement.

CorVpoint does not owe a particular commercial result unless this has been expressly agreed. Changes of scope require a traceable agreement.

6. Cooperation and customer materials

The customer provides information, access, content, approvals and documents in time and in a usable form. The customer warrants that it holds the rights required in materials provided.

Missing cooperation may shift dates and lead to chargeable extra work.

7. Dates, dependencies and force majeure

Dates are binding only if they have been expressly confirmed as binding.

Delays caused by third parties, missing cooperation, platform changes or force majeure shift dates appropriately. Force majeure includes in particular natural events, war or crisis situations, widespread infrastructure outages and official prohibitions that make performance unreasonable.

8. Prices, taxes and incidental costs

The prices stated in the offer or contract and the currency regulated there apply, as a rule CHF.

Taxes, third-party licences, hosting, travel or outlays are charged only if agreed or legally owed. An orientation for a start deposit may be 40 percent; a higher amount may be agreed where risk is higher.

9. Invoice, due date and default

Invoices are payable within the agreed period. Payments may be made through external providers. CorVpoint does not store card or bank data and treats an amount as paid only after a server-side verified provider confirmation.

In the event of default the project may be paused after a reminder. Services already provided, unavoidable third-party costs and agreed cancellation work remain owed. Unlawful contractual penalties are not created.

10. Change requests

Additional or changed requirements after conclusion of the contract are change requests. CorVpoint points out effects on price, date and scope before implementing the change, insofar as this is reasonable.



11. Acceptance, defects and warranty

The customer inspects deliveries within a reasonable period and reports traceable defects in writing. CorVpoint first receives an opportunity to remedy within the agreed scope.

Mandatory statutory warranty rights, in particular in favour of consumers, remain unaffected. To the extent permitted by law, there is no warranty for disruptions caused by third-party providers, hosting, APIs, browser or platform changes, incorrect customer data, customer interventions, missing access, force majeure or non-agreed use cases.

12. Maintenance, support and updates

Maintenance, support and updates are owed only if they have been expressly agreed. Without such an agreement the duty to perform ends with the agreed acceptance or handover.

13. Third parties, hosting, APIs and open source

If a project uses third parties, hosting, APIs or open-source components, their licence and use terms apply in addition.

To the extent permitted by law, CorVpoint is not liable for changes or discontinuation of such platforms. Open-source components are not transferred as exclusive property.

14. Rights of use and work results

Rights of use in work results created in the project pass to the customer in the agreed extent once the owed remuneration has been paid in full, insofar as legally permitted.

Drafts, unreleased variants and intermediate states that are not owed remain reserved unless otherwise agreed.

15. Pre-existing tools and know-how

Pre-existing CorVpoint tools, general methods, know-how and reusable building blocks remain with CorVpoint. The customer receives only the use needed for the project, insofar as agreed.

Third-party licences are not transferred beyond what their terms allow.

16. References

A public reference mention occurs only if it is agreed or the customer has not objected after CorVpoint

has announced it. Confidential projects, personal content and expressly excluded matters are not published.

17. Confidentiality and access

Both parties treat project-related information that is not publicly known as confidential and protect access data.

The customer cooperates in appropriate security requirements and informs without delay of suspected misuse.

18. Data-protection roles

For the website and own customer data CorVpoint is the controller. If CorVpoint processes the customer's personal data on instruction, a separate data processing agreement must be concluded.

These terms replace neither the privacy policy nor a data processing agreement.

19. AI support

CorVpoint may use AI support in an appropriate way unless a contrary agreement exists. Results with external effect are reviewed by a human where this is required for the agreed care.

Customer data are not given to public or unsuitable external models in an uncontrolled way. Sector-specific prohibitions must be stated in advance.

20. Termination, pause and cancellation

Either party may terminate for good cause. In the event of pause or cancellation, services already provided, unavoidable third-party costs and agreed milestones remain owed.

Rights of use already transferred in fully paid partial results remain in place insofar as agreed.

21. Liability

CorVpoint is fully liable for intent, gross negligence and for damage arising from injury to life, body or health.

To the extent permitted by law, liability for slight negligence in cases of pure financial loss is limited to the direct damage and to the amount of the affected order. Liability for lost profit, indirect consequential loss or outages of third-party platforms is excluded insofar as legally permitted. Mandatory provisions,

including Art. 100 CO in the applicable frame, remain unaffected. There is no total waiver of liability.

22. Applicable law and place of jurisdiction

Swiss law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods, insofar as permitted.

The place of jurisdiction is, insofar as legally permitted, Courtepin or the domicile of the provider in Switzerland. Mandatory places of jurisdiction for consumers and mandatory international jurisdiction rules remain reserved.

23. Severability

If a provision is invalid, the remainder of the contract remains effective. The invalid provision is replaced by the legally permitted rule that comes closest to the purpose. There is no automatic replacement by the clause that is economically most favourable to one party.

24. Changes to these terms

Changes to these terms apply to future contracts after publication. Existing contracts are not rewritten retroactively.

For current contracts a change applies only if it has been validly agreed.

25. Order of precedence and language

In the event of conflict this order applies: individual agreement, offer, these terms, website information.

The German-language version is the legal source text in the Swiss context. Other language versions are intended to reflect the same content. Mandatory local language rights remain unaffected.

26. No organised consumer distance selling

CorVpoint does not offer a self-service consumer order path with immediate payment and start of performance. Pre-contractual distance-selling notices, withdrawal forms or consumer mediation bodies are therefore not invented.

Before such distance selling is set up, information duties, withdrawal, order button and confirmation on a durable medium must be implemented for the transaction.