



# General Terms and Conditions

## 1. APPLICATION AND ENFORCEABILITY OF THE GENERAL TERMS AND CONDITIONS

- 1.1 The services provided by ANURA Associates SA (hereinafter referred to as "ANURA") are subject to these General Terms and Conditions (hereinafter referred to as "GTC").
- 1.2 Unless otherwise specifically stated in the service contract, all provisions of these GTC shall apply. In the event of such a specific statement to the contrary, all other provisions of the GTC shall remain applicable.
- 1.3 By entering into a contract with ANURA, the client agrees to be bound by these GTCs in their most recently published version as of the date of issue of the offer.
- 1.4 These GTC are supplemented by the special terms and conditions specified in the offer or the accepted commercial proposal (hereinafter referred to as "Special Terms and Conditions").
- 1.5 In case of contradiction between these GTC and the Special Terms and Conditions, priority shall be given to the Special Terms and Conditions.
- 1.6 The GTC are systematically sent or given to each client who requests them and can also be downloaded from our website [www.anura.biz](http://www.anura.biz).

## 2. ORDER

- 2.1 Offers are valid for 30 days from the date of issue. Beyond this period, a new offer must be drawn up by ANURA.
- 2.2 Only written offers are valid. Orders can be placed by mail or email and must contain the signature of authorised persons.
- 2.3 Acceptance of the offer by the client implies full and unconditional acceptance of all these GTC by the client.

## 3. PRICES AND PAYMENT TERMS

- 3.1 The prices of the services provided by ANURA are expressed in Swiss Francs (CHF), exclusive of VAT. Any duties and taxes applicable at any given time shall be borne entirely by the client and shall be charged to the client in addition.

- 3.2 Expenses are not included in the advertised prices. Any additional expenses will be charged extra, subject to the client's agreement. If, during the term of the contract, the circumstances underlying the contract change substantially, additional expenses may be levied based on the additional time required to address them.

- 3.3 The payment of the services by the client, whatever the method of payment used, must be made within 30 days from the date of the invoice.

- 3.4 In the event of non-payment of an amount due by the client on the due date, ANURA shall be entitled to suspend and/or cancel the orders in progress, without any notice or compensation being necessary. In the event of any delay in payment, the client shall pay interest on arrears amounting to 5%.

## 4. DURATION AND TERMINATION

- 4.1 Unless otherwise agreed, the contract shall come into force when the offer is signed by all parties.

- 4.2 The contract is concluded for the duration set out in the Special Terms and Conditions of the offer signed by the client or, failing this, for a period of one year from its entry into force.

- 4.3 Unless otherwise specified in the Special Terms and Conditions, the contract is renewed annually by tacit agreement, unless either party notifies the other in writing at least two months before the expiry date.

- 4.4 If the client defaults on the payment of the fees due, ANURA may terminate the contract immediately. If ANURA fails to provide services to the client and does not remedy such failure within 30 days of the client's request for performance, and/or if ANURA is found to be insolvent, the client may terminate the contract immediately.

- 4.5 Termination shall in no case justify the non-payment of sums due or the return of all or part of the sums paid by the client.

- 4.6 ANURA also reserves the right to suspend or terminate the service contract, in whole or in part, in the following cases:

- In the event of force majeure, defined as any external and unforeseeable event that prevents, delays or makes the performance of the services to be provided excessively complicated or expensive (in particular in the event of a pandemic, strike, uprising, natural event, and any decision by the authorities linked to one of these cases);
- In the event of a breach by the client of any of its obligations under the contract, including these GTC and the Special Terms and Conditions, or breach of the law.

## 5. OBLIGATIONS OF THE CLIENT

- 5.1 The client undertakes to comply at all times with the obligations arising from these GTC and the Special Terms and Conditions, irrespective of the service agreed upon.

In addition, the client must provide ANURA with any assistance necessary or useful for the proper performance of the services, in particular:

- The client undertakes to provide all the necessary information and all useful documents enabling ANURA to carry out its mission in good conditions.
- The client shall respond to any request from ANURA concerning such information as soon as possible.
- The client shall comply with all reasonable instructions and/or guidelines of ANURA in connection with the services.

Any delay in the communication of the said information shall have the effect of postponing the agreed date of performance accordingly.

- 5.2 The client accepts that the specifications relating to the services to be provided may be subject, during the course of the contract, to adjustments that ANURA deems necessary in order to carry out its mission.
- 5.3 The client accepts and acknowledges that the agreed services are not exclusive and that ANURA may provide similar services to any other person or company without the performance of the services for the client being affected.

## 6. WARRANTIES AND LIABILITY OF ANURA

- 6.1 ANURA shall only be liable in the event of gross negligence or wilful misconduct and only if the performance of the services is delayed by at least one month for reasons for which ANURA is exclusively responsible, with the result that the client suffers damage. In such a case, ANURA's liability shall be limited to the expenses paid by the client in the month preceding the delay.
- 6.2 ANURA shall not be liable for any direct or indirect consequences or damage resulting from decisions made by the client on the basis of the services and data provided by ANURA.
- 6.3 The client undertakes to ensure that all persons connected with the client who are involved in the various phases of the services to be provided by ANURA are available during these phases.

- 6.4 ANURA shall in no event be liable for failure to meet the performance date or for any failure in the performance of the services if such delay or failure is attributable to the client, or due to the unavailability or insufficient availability of the client's and/or a third party's resources, or due to the inaccuracy of the information or data provided by the client and/or a third party. In addition, ANURA shall not be liable for any changes of any kind to the data provided to the client, or for any out-of-context use of the data provided to the client.

## 7. PRIVACY

- 7.1 Principle: Each of the parties undertakes to:

- keep confidential all information it receives from the other party, and in particular to:
  - refrain from disclosing the other party's confidential information to any third party, other than employees or temporary workers with a need to know; and
  - use the other party's confidential information only for the purpose of exercising its rights and fulfilling its obligations under the contract.

- 7.2 Exclusions: Notwithstanding the foregoing, neither party shall have any obligation of confidentiality with respect to information that:

- would have fallen or would fall into the public domain independently of a fault by the receiving party,
- would have been independently developed by the receiving party,
- would be known to the receiving party before the other party discloses it to it,
- would legitimately be received from a third party not subject to an obligation of confidentiality, or
- should be disclosed by law or by order of a court (in which case it should be disclosed only to the extent required and only after written notice to the party providing it, unless otherwise ordered).

- 7.3 Duration: The obligations of the parties with respect to confidential information shall remain in force for the duration of the contract and for as long after its termination as the information concerned remains confidential to the disclosing party and, in any event, for a minimum period of at least three years after the termination of the contract.

- 7.4 Return: Each party shall return all copies of documents and media containing confidential information of the other party upon termination of the contract, regardless of cause, as soon as possible, but no later than 10 days after either party requests it. Documents and media that must be kept for accounting purposes or to show proof of the proper execution of the contract are kept.

- 7.5 **Third party:** The parties also undertake to ensure that these provisions are respected by their staff and by any third party who may intervene in any capacity whatsoever in the context of the contract.

## 8. DATA OWNERSHIP AND PROTECTION

- 8.1 The client warrants that it has all rights to the data transmitted to ANURA and expressly authorises ANURA to use this data for the purpose of performing the services. The client shall hold ANURA harmless for any damage that may arise from ANURA's use of such data in accordance with the contract.
- 8.2 The Client declares and warrants that any personal data relating to the contract has been collected and transmitted to ANURA in accordance with the relevant provisions.
- 8.3 Data protection is detailed in paragraph 8 - Privacy Policy of the Terms of Use of the ANURA website ([www.anura.biz](http://www.anura.biz)).
- 8.4 All resources used by ANURA within the scope of the services (in particular, but not limited to, documents, methodologies, source code) which have not been produced exclusively for the client and paid for by the client within the scope of the services, are and shall remain at all times the exclusive property of ANURA (subject to pre-existing rights of third parties), including the intellectual property rights attached to or derived from them.
- 8.5 The client remains free to use the documents and files produced exclusively for the client and paid for by the client within the framework of the services, subject to the full payment of the sums due by the client.

## 9. NON-SOLICITATION OF PERSONNEL CLAUSE

- 9.1 Each party undertakes vis-à-vis the other not to poach, hire or have employed any person who has participated directly or indirectly in the performance of the services for the entire duration of the contract, including, where applicable, its amendments. This prohibition will continue to apply for a period of 12 months from the end of the contract.
- 9.2 If a party fails to comply with this obligation, it is obliged to pay the other party a lump sum equal to 12 times the employee's gross monthly salary at the time of their departure as a penalty under the agreement.

## 10. GENERAL PROVISIONS

- 10.1 No provision of this agreement may be modified except by written agreement signed by all parties.
- 10.2 No action or omission by ANURA shall be deemed a waiver of any of its rights under these GTC.

- 10.3 The rights and obligations of the parties may not be assigned without the prior written consent of the other party.

- 10.4 If any of the provisions of the GTC should be declared unenforceable or invalid (partial invalidity) for any reason, it shall, to the greatest extent possible, be adapted rather than rescinded in order to best fulfil the intention of the Parties. In any case, all other provisions of the GTC shall remain valid and enforceable to the greatest extent possible.

- 10.5 ANURA reserves the right to modify these GTC at any time.

## 11. APPLICABLE LAW AND JURISDICTION

- 11.1 These GTC shall be governed by and construed in accordance with Swiss law, to the exclusion of the rules of conflict of laws.
- 11.2 Any dispute arising from or in connection with the GTC shall be subject to the exclusive jurisdiction of the Courts of the Canton of Geneva, subject to appeal to the Swiss Federal Court.