



General Terms and Conditions (GTC)

Condominium Accounting – Financial Administration & Consulting

1. Scope & Subject Matter of Contract These GTC apply to all services in the area of financial administration and consulting (coaching) agreed upon between Simplify Consulting GmbH (hereinafter “Contractor”) and the condominium owners’ association or management (hereinafter “Client”) pursuant to an individual property management agreement.

2. Service Delivery & Delimitation (Consulting Safeguard)

1. Services are rendered in accordance with the scope defined in the property management agreement and its annexes.
2. **Important Note:** Consulting services (coaching) constitute professional support based on commercial expertise. They do not replace a legal review by a licensed attorney or notary. The Contractor does not provide legal advice within the meaning of the Attorney Act.

3. Liability & Force Majeure (Infrastructure Safeguard)

1. The Contractor’s liability is limited, to the extent permitted by law, to damages caused by intentional or grossly negligent breach of contractual obligations. Liability for slight negligence as well as for indirect damages or consequential damages is excluded.
2. The Contractor is not liable for delays or performance impediments arising from **force majeure** or disruptions to the **telecommunications and IT infrastructure of third-party service providers** (e.g. hosting providers, banking interfaces, cloud providers).

4. Fee Entitlement upon Extraordinary Termination If immediate termination for due cause occurs, the following fee arrangement applies:

- If the cause lies in a culpable breach of duty by the Client (e.g. refused cooperation despite formal notice), the fee for the current management year remains due in full.
- If the cause lies in a culpable breach of duty by the Contractor, the fee is only due on a pro rata temporis basis up to the date of termination.

5. Data Protection & Confidentiality

1. The Contractor undertakes to treat all data confidentially.
2. Data processing takes place on servers located in Switzerland. The provisions of the Swiss Federal Act on Data Protection (FADP) apply.



6. Severability Clause (Legal Certainty Safeguard) Should individual provisions of these GTC or the main contract be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a rule that comes closest to the economic purpose of the original provision.

7. Applicable Law & Place of Jurisdiction Swiss law applies exclusively. The place of jurisdiction is the registered office of the Contractor.