

# General Terms and Conditions

KMU Digitalwerk

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Provider	KMU Digitalwerk
Address	Kirchweg 17 3324 Hindelbank Schweiz
Email	info@kmu-digitalwerk.ch
Website	www.kmu-digitalwerk.ch

## 1. Provider

These General Terms and Conditions apply to services provided by KMU Digitalwerk, Kirchweg 17, 3324 Hindelbank, Switzerland, email: info@kmu-digitalwerk.ch, website: www.kmu-digitalwerk.ch.

KMU Digitalwerk is hereinafter referred to as “KMU Digitalwerk”, “we” or “the Provider”.

## 2. Scope

These General Terms and Conditions govern the contractual relationship between KMU Digitalwerk and its customers in connection with digital services.

- creation and revision of websites
- WordPress implementations
- technical setup and configuration
- hosting and maintenance services
- basic SEO optimisation
- creation, structuring and maintenance of content
- multilingual website content
- technical consulting
- digital compliance information pages, such as privacy, cookie, AI or user information pages
- other individually agreed digital services

Customer terms that deviate from these Terms apply only if KMU Digitalwerk has expressly accepted them in writing.

## 3. Conclusion of Contract

A contract is concluded when the customer accepts an offer from KMU Digitalwerk in writing, by email or by another agreed communication channel.

Unless stated otherwise, offers from KMU Digitalwerk are valid for 30 days.

The exact scope of services is defined in the relevant offer, order confirmation, project description or individual written agreement.

## 4. Scope of Services

KMU Digitalwerk provides the agreed services to the best of its knowledge and with appropriate care.

For website projects, the service includes only those components that have been expressly agreed. These may include site structure, design and layout, technical implementation, WordPress setup, responsive display, basic search

engine optimisation, integration of texts, images and forms, multilingual setup, hosting configuration, technical documentation and handover of the website.

Services not expressly agreed are not included. This applies in particular to ongoing editorial maintenance, legal review of texts, review by professional translators, custom development outside the agreed scope, paid advertising campaigns, ongoing SEO support, external legal opinions, licences, third-party fees or hosting costs unless expressly included.

## 5. Customer Cooperation Duties

The customer must provide KMU Digitalwerk in good time with all information, access credentials, texts, images, logos, legal information and other content required to provide the services.

This includes in particular company name and contact details, imprint and privacy information, requested content and service descriptions, image and brand material, access to domain, hosting, WordPress, DNS, email or third-party providers, as well as feedback and approvals.

If a project is delayed due to missing cooperation, incomplete information or late feedback from the customer, agreed deadlines will be extended accordingly.

KMU Digitalwerk is not liable for delays or errors resulting from incomplete, incorrect or late information provided by the customer.

## 6. Content and Legal Responsibility

The customer is responsible for the legality, accuracy and completeness of the content provided. This includes texts, images, logos, trademarks, product descriptions, prices, mandatory legal information, privacy information, cookie notices, AI or compliance information and statements about products, services or qualifications.

KMU Digitalwerk may provide templates and wording suggestions for legal or compliance-related content. These do not replace individual legal advice by a qualified professional.

The customer remains responsible for having legal content reviewed before publication.

## 7. AI-assisted Content Creation

KMU Digitalwerk may use AI systems to support the creation of texts, structures, translations, image concepts, SEO content or technical concepts.

AI-generated content is reviewed and edited to the best of our knowledge. However, no guarantee can be given that AI-assisted content is completely error-free, up to date, legally binding or suitable for every individual case.

The final approval and responsibility for published content lies with the customer.

## 8. Design, Acceptance and Revision Rounds

After completion of an agreed service stage, the customer will have the opportunity to review the result.

Unless otherwise agreed, two revision rounds are included in the agreed project price.

Additional change requests, new requirements or subsequent extensions will be charged separately based on effort or according to a new offer.

If the customer does not report any material defects within 10 working days after handover, the service is deemed accepted.

## 9. Deadlines and Delivery Dates

Agreed dates are guidelines unless they have expressly been designated in writing as binding fixed dates.

Delivery deadlines require that the customer provides all required information, content, access and approvals in good time.

In the event of force majeure, technical disruptions, failures of third-party providers or other circumstances outside the control of KMU Digitalwerk, deadlines will be extended appropriately.

## 10. Prices and Payment Terms

Prices are based on the relevant offer or agreed price list.

Unless stated otherwise, all prices are in Swiss francs and exclude any applicable statutory value added tax.

KMU Digitalwerk may require advance payments at project start, milestone payments, final payment before go-live or handover, and monthly or annual payments for hosting, maintenance or service packages.

Unless otherwise agreed, invoices are payable within 10 days from the invoice date.

In the event of late payment, KMU Digitalwerk may suspend further services until full payment has been received.

## 11. Hosting and Technical Operation

If hosting, maintenance or operation has been agreed, KMU Digitalwerk provides these services within the agreed scope.

Hosting may be provided via KMU Digitalwerk technical infrastructure or through third-party providers.

KMU Digitalwerk endeavours to ensure stable and secure operation but cannot guarantee uninterrupted availability. Interruptions due to maintenance, security updates, server issues, DNS issues, attacks, third-party providers or force majeure cannot be completely excluded.

The customer remains responsible for correct domain holder data, lawful content, secure passwords, approval of critical updates, timely payment of domain, licence and hosting fees, and separate backup of particularly important data unless a backup service has been agreed.

## 12. Domains, Email and Third-party Providers

If KMU Digitalwerk assists with domains, DNS, email, plugins, tools or external platforms, it does so on behalf of the customer.

Contracts with third-party providers, such as domain registrars, hosting providers, plugin providers, email services, analytics tools or payment providers, are generally concluded between the customer and the respective third-party provider.

KMU Digitalwerk is not liable for services, prices, changes, outages or security issues of third-party providers.

## 13. Licences, Plugins and External Software

Additional licence costs may arise for themes, plugins, fonts, images, stock material, software or other external components.

Unless otherwise agreed, the customer bears these costs.

The customer is responsible for acquiring or renewing paid licences in good time where these are required for the continued operation of the website.

## 14. Search Engine Optimisation and Visibility

KMU Digitalwerk may provide technical and content-related search engine optimisation measures.

A specific ranking on Google or other search engines is not guaranteed.

Search engine rankings depend on many factors, including competition, market, content, domain history, loading time, user behaviour, backlinks and changes to search engine algorithms.

## 15. Data Protection and Data Security

KMU Digitalwerk processes personal data in accordance with the applicable privacy policy.

The customer is responsible for the data-protection-compliant operation of its own website, in particular contact forms, tracking, cookies, newsletter tools, embedded content, analytics tools and third-party integrations.

Where KMU Digitalwerk processes personal data on behalf of the customer, a separate data processing agreement may be concluded.

## 16. Copyright and Rights of Use

All concepts, designs, texts, structures, code components, graphics or other work results created by KMU Digitalwerk remain the property of KMU Digitalwerk until full payment has been made.

After full payment, the customer receives a simple, unlimited right of use for the agreed work results for its own business purposes.

Unless expressly agreed, the following are not transferred: source code rights to reusable components, internal templates, frameworks, methods, prompts, project templates, know-how and non-customer-specific building blocks.

KMU Digitalwerk may also use general know-how and reusable technical components for other projects.

## 17. Reference Use

KMU Digitalwerk may name completed projects as references and link to the customer website unless the customer expressly objects.

KMU Digitalwerk may place a discreet note such as "Website by KMU Digitalwerk" in the footer of the created website unless otherwise agreed.

## 18. Warranty

KMU Digitalwerk will remedy material defects caused by non-contractual performance within a reasonable period.

A defect does not exist if the website no longer works correctly due to changes by the customer, changes by third parties, updates of WordPress, themes, plugins or third-party providers, server or hosting issues, improper use, lack of maintenance, outdated browsers or devices, or subsequent changes to interfaces or external services.

The customer must report apparent defects without undue delay after discovery.

## 19. Liability

KMU Digitalwerk is liable only for direct damage caused intentionally or by gross negligence.

To the extent permitted by law, liability is excluded for indirect damage, consequential damage, loss of profit, data loss, business interruption, reputational damage, outages of third-party providers, security incidents outside the control of KMU Digitalwerk and legal consequences arising from content approved by the customer.

To the extent permitted by law, liability is limited to the amount paid by the customer for the affected service.

## 20. Support and Maintenance

Support and maintenance services are owed only if expressly agreed.

Without a maintenance contract, there is no entitlement after project completion to ongoing updates, bug fixing, security review, plugin updates or technical support.

Support services outside a maintenance contract may be charged based on effort.

## **21. Contract Term and Termination**

One-off project services end upon acceptance and full payment.

Recurring services, in particular hosting, maintenance or support, run for the agreed contract period.

Unless otherwise agreed, recurring services may be terminated with 30 days' notice to the end of a month.

Periodic fees already paid will not be refunded unless KMU Digitalwerk expressly agrees.

## **22. Suspension or Discontinuation of Services**

KMU Digitalwerk may temporarily suspend or discontinue services if payments are outstanding, unlawful content is published, security risks exist, the website is misused, third-party rights are infringed, official or legal reasons require it, or the operation of other systems is endangered.

Where possible, the customer will be informed in advance.

## **23. Confidentiality**

Both parties treat confidential information, trade secrets, access credentials and non-public project information confidentially.

This obligation continues after termination of the contract.

## **24. Changes to the Terms**

KMU Digitalwerk may amend these Terms at any time.

For existing contracts, the Terms accepted at the time of contract conclusion apply unless otherwise agreed.

For new services or contract renewals, the current Terms apply.

## **25. Severability**

If any provision of these Terms is invalid in whole or in part, the validity of the remaining provisions remains unaffected.

The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the original provision.

## **26. Applicable Law and Place of Jurisdiction**

Substantive Swiss law applies.

To the extent permitted by law, the place of jurisdiction is the registered seat of KMU Digitalwerk.

## **Note**

These Terms are a practical working version for the KMU Digitalwerk website. They do not replace an individual legal review.

For effective incorporation, the Terms should be expressly linked and accepted in the offer, order process or acceptance of the offer.