

terms & conditions.

scope of application

These General Terms and Conditions (hereinafter: „Terms“) apply to all contracts, deliveries, and other services provided by maison1815 gmbh (hereinafter: „Production Company“) to its clients (hereinafter: „Client“).

These Terms take precedence over all other provisions and agreements. Only arrangements made through individual contracts that further specify these Terms shall take precedence over these Terms.

If the Client has other, deviating, or supplementary terms and conditions, these shall not become part of the contract unless the Production Company expressly agrees to their application. These Terms shall also apply if the Production Company is aware of conflicting or deviating terms of the Client and nevertheless performs the services.

conclusion of contract

Quotes issued by the Production Company are non-binding and subject to change. The presentation of services on the Production Company's website or in its advertising campaigns does not constitute a binding offer.

The contract between the Client and the Production Company may be concluded remotely (in particular via video call and/or telephone) or in writing.

Contracts concluded remotely between the Production Company and the Client are formed through mutual agreement via telephone or video call. The Client agrees that the Production Company may record the call or video chat as evidence.

Written contracts between the Production Company and the Client are concluded through the Client's written confirmation of a quote issued by the Production Company. The Client's written confirmation may be provided through, among other channels: email, postal mail, or the legally valid signing of an individual purchase agreement.

A contractual relationship is also established as soon as a quote is accepted by the Client within the Bexio network. Acceptance of the quote by the Client via the Bexio network constitutes binding agreement to the contract terms and the services listed therein.

The Production Company reserves the right to withdraw from the contractual relationship within 7 days of the contract's conclusion, without providing a reason. In this case, the Production Company undertakes to refund any payments already received and to cancel any invoices issued.

services of the production company

The Production Company provides services in the field of film and photography. Details of the services are set out in the respective quote or written contract. The Production Company is entitled to engage third parties to fulfill its obligations.

Should the Client request services beyond the originally agreed scope and budget, these shall be compensated in addition to the agreed price. All additional costs arising in connection with such services shall be borne by the Client.

All documents, electronic data, and recordings (including raw footage from shoot days) created by the Production Company in connection with the work on the assignment remain the property of the Production Company and cannot be claimed by the Client. By paying the agreed fee, the Production Company owes the agreed deliverable, but not the intermediate steps — such as sketches, drafts, production data, etc. — that lead to it.

duration and cooperation

The duration of the cooperation between the Production Company and the Client is defined in the respective quote. If the Client terminates the contractual relationship early, the Production Company shall immediately cease all services. In this case, the Client has no right to a refund of the fee and is obligated to settle any outstanding installments in full.

fee

The Production Company's compensation is determined upon conclusion of the contract. The amount of compensation is set out in the respective quote or written contract. Unless otherwise agreed, the Client is obligated to pay in advance. The agreed amount is due immediately upon conclusion of the contract.

Any expenses or costs incurred by the Production Company in connection with the services will be billed or passed on monthly. Sending the invoice/statement by email is sufficient.

obligations of the production company

The Production Company undertakes to carry out all tasks entrusted to it carefully and to the best of its knowledge and ability. The Production Company protects and promotes the Client's interests to the best of its ability.

Excluded from the warranty are defects and disruptions for which the Production Company is not responsible, such as natural wear and tear, force majeure, improper handling, interference by the Client or third parties, excessive strain, lack of internet connection, unlawful interference with telecommunications equipment and networks, network overload, willful obstruction of electronic access by third parties, unsuitable operating resources, or extreme environmental influences.

The Production Company will inform the Client of the consequences of its instructions and will formally object — verbally or in writing (including by email) — to impractical instructions or requests. If the Client insists on its instruction despite such an objection, the Production Company shall not be responsible for the consequences.

obligations of the client

The Client takes responsibility for ensuring that no third-party rights are infringed through the provision of services using drafts, logos, graphics, images, texts, models, drawings, or samples etc. supplied by the Client, and grants the Production Company a free right of use to these for the purpose of providing the agreed services. If the Production Company infringes third-party rights as a result, the Client shall fully indemnify the Production Company.

The Client is obligated to promptly take all measures necessary for the Production Company to provide its services. In particular, if the Client fails to grant or provide the rights or materials required for the provision of services (in a timely manner), or fails to communicate the technical or other information or instructions needed by the Production Company (in a timely manner), the Production Company cannot be held in default.

The Client must provide the Production Company, without being asked, with all data, information, and/or documents required in connection with the agreed services, in full and content-accurate form. The Production Company assumes that the data, information, and/or documents supplied are correct and complete. The Production Company is only obligated to check the accuracy and correctness of the Client's data, information, documents, or figures if this has been explicitly agreed.

The Client is obligated to inform the Production Company immediately if, before or during the cooperation with the Production Company, it has violated or is violating the guidelines of social media platforms. Should problems arise from such violations that affect the Production Company's services, the Production Company is entitled to terminate the cooperation with the Client without notice. In this case, the Client has no claim to a refund of fees or other costs already paid. If the cooperation continues, the Production Company is entitled to bill any resulting additional effort on an hourly basis.

deadlines and appointments

Deadlines and appointments for the provision of services are only binding on the Production Company if they are specified in the respective quote or have been confirmed in writing at the Client's request.

Compliance with such deadlines and appointments always requires the Client's timely fulfillment of the cooperation obligations necessary for the provision of services.

Unless explicitly stated in the respective quote or the Client's instructions, agreed or written confirmed appointments are not considered fixed deadlines or expiry dates within the meaning of Art. 102 para. 2 of the Swiss Code of Obligations (OR). If the service is not rendered by such a date, or not as agreed, the Production Company is only considered in default once the Client has issued a formal reminder.

The Client may not claim damages or withdraw from the contract due to missed deadlines or appointments. The Production Company disclaims all liability for such damages. Excepted from this limitation of liability are cases for which the Production Company is responsible due to intentional or grossly negligent conduct, and in which timely delivery,

according to the respective quote, is an essential part of the contract, or where such essentiality has been explicitly stated and communicated in good time in a written instruction confirmed by the Production Company. Liability for chance events is excluded. If timely fulfillment by the Production Company, its suppliers, or third parties engaged by it is rendered impossible due to force majeure, the Production Company is released from fulfilling the affected obligations for the duration of the force majeure event and for a reasonable ramp-up period thereafter.

confidentiality and data protection

The parties exchange information as part of their cooperation. This may involve making business and trade secrets, as well as other confidential information, accessible in verbal and written form. The parties are obligated to maintain confidentiality in this regard, particularly with respect to the Client's business and/or manufacturing secrets.

The Production Company may process and use the data collected in connection with the conclusion of the contract to fulfill its contractual obligations. The Production Company must take measures to ensure data security in accordance with legal requirements.

The Client fully agrees to the storage and contractual use of its data by the Production Company and acknowledges that the Production Company is obligated and entitled, upon order of courts or authorities, to disclose information about the Client to them or to third parties.

Data necessary for the performance of services may also be shared with commissioned service partners or other third parties.

Unless expressly prohibited by the Client, the Production Company reserves the right to use certain data (for example, but not limited to: the Client's transformation through the cooperation, number of applications received, measures taken to achieve set goals) for its own marketing purposes. However, the Production Company undertakes to inform the Client and request permission before publishing such data.

copyright

Upon full payment of the agreed fee, the Client receives the right to use the delivered content („Deliverables“) without restriction as to time or location. No additional compensation is owed for the granting of these rights. Rights to work that has not yet been paid for at the time the contract ends remain with the Production Company, unless otherwise agreed.

Copyright remains with the Production Company. The Client is prohibited from modifying the delivered content or passing it on to third parties.

The Production Company reserves the right to reuse raw material from client projects for marketing purposes. This is subject to the written consent of all persons identifiable in the material.

data retention and deletion

Unless otherwise agreed in writing, only the final approved results („Deliverables“) defined in the quote will be handed over in the agreed format upon completion of the project. There is no entitlement to the release or provision of raw data, project files, working materials, or backup copies.

The Production Company will only retain project and production data on the Client's behalf if this has been agreed in writing in advance.

Without such an agreement, there is no obligation to archive or store client data beyond the completion of the project.

If data is retained at the Client's express request or made available again at a later date, this will only be done against separate compensation. This includes, in particular, the effort involved in data preparation, system access, export, storage media, as well as any transfer or shipping costs.

After delivery of the Deliverables, all project and production data will be retained on the Production Company's systems for a maximum of 10 calendar days. This period serves exclusively internal backup and administrative purposes and does not entitle the Client to access the data.

After this period expires, all project and production data — including raw materials, working files, exports, and backup copies — will be permanently and irrevocably deleted without further notice.

From the moment the Deliverables are handed over, the Client is solely responsible for their backup and archiving. Recovery of deleted data is not possible.

liability

Any liability of the Production Company for damages caused by slight or moderate negligence is excluded to the extent permitted by law.

The Production Company is not liable for financial or indirect, consequential damages, such as lost profits, data loss, or damages resulting from downloads.

The Production Company is not liable for damages caused by auxiliary personnel or third parties it engages (e.g., subcontractors, etc.) as a result of slight or moderate negligence.

The Production Company disclaims all liability for damages arising before, during, or after the hiring of candidates generated through the Production Company's services.

The Production Company disclaims all liability for damages arising from unlawful data processing on the Client's part.

disputes

In the event of disputes, disagreements, or claims arising from this contract (or in connection with it, such as its validity, termination, etc.), mediation will be conducted first. The parties waive the right to file an ordinary lawsuit until the mediation has concluded. The mediation proceedings shall be seated in Switzerland. The language of mediation shall be German.

Unless the costs of mediation are governed by the procedural rules of the chosen mediation institution, they shall be borne equally by both parties in the event of a settlement. If no settlement is reached, the costs shall be advanced by the claiming party. These mediation costs shall form part of the recoverable damages in any subsequent court or arbitration proceedings and shall be allocated or charged as pre-proceeding costs in accordance with the outcome of the court or arbitration proceedings, in the same manner as court or arbitration costs.

final provisions

Should any provisions of these Terms be or become wholly or partially invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a provision that comes closest to the economic purpose of the invalid provision. The same applies in the event of a gap in these Terms.

The Client may only assign rights and obligations with the prior written consent of the Production Company. The Production Company reserves the right to decline such requests without providing a reason.

Swiss law applies. The exclusive place of jurisdiction for all disputes arising from this contract is Switzerland.