

VereinsFee General Terms and Conditions

Version: 25 September 2026

1. Provider and scope

VereinsFee is provided by Business Zone GmbH, Chamerstrasse 44, 6331 Hünenberg, Switzerland, kontakt@vereinsfee.ch, hereinafter the “Provider”. The responsible person is Thomas Böhme.

These General Terms and Conditions govern the use of VereinsFee by the respective club or organisation, hereinafter the “Customer”. They apply to free and paid access as well as agreed trial access.

The person entering into the contract confirms that they are authorised to represent the Customer. Individually agreed contractual terms take precedence over these General Terms and Conditions.

2. Contract formation and scope of services

The contract is formed when the Customer accepts an offer incorporating these General Terms and Conditions and the Provider confirms the order. For free access, confirmation is provided no later than activation.

The scope of services is determined by the confirmed package, its service description and any additional agreed services. Depending on the package, VereinsFee supports membership management, club organisation, document management, communication, membership fees, accounting and AI assistance in particular.

The Provider supplies the agreed functions with reasonable care. No particular organisational, economic or legal outcome is owed.

3. Packages, prices and membership limits

Prices, billing and commercial membership limits apply exclusively to the production environment. The prices in Swiss francs confirmed upon contract formation and the agreed membership limit apply. Any VAT and additional costs are disclosed before the contract is concluded.

Development, demo and trial environments have no prices, billing or commercial membership limits. Agreed durations, technical quotas, cloud cost budgets and approvals remain applicable.

Development and demo environments use Premium. Trial access normally starts with Premium; Starter and Advanced may be selected to test their feature restrictions.

Premium trial access does not confer any entitlement to Premium in production. When switching to the production environment, only the features of the expressly confirmed production package are available. Starter and Advanced include fewer features than Premium.

Exceeding an agreed commercial membership limit requires prior confirmation of a suitable package. A package change may restrict features but does not delete club data. The provisions on deletion following contract termination remain applicable.

Existing paid subscriptions retain their agreed price and membership limit until a change is expressly confirmed. Existing free Starter subscriptions are extended to 25 members in accordance with the pricing terms of 22 September 2026.

4. Customer obligations

The Customer is responsible for the lawfulness of the content they provide, the necessary permissions and the factual accuracy of their data.

The Customer manages user accounts and access rights carefully, protects credentials against unauthorised use and promptly revokes access for departing individuals. Suspected security incidents must be reported to the Provider without delay.

Unlawful content, abusive access, circumvention of feature restrictions and interference with other clubs or platform operations are prohibited.

5. AI functions and professional responsibility

AI functions assist with finding, analysing and creating information. AI outputs may be incomplete, outdated or factually incorrect even when they appear plausible.

The Customer reviews AI outputs before using them, particularly before sending messages, publishing content or making financial, legal or club-related decisions.

AI outputs do not constitute binding legal, tax, fiduciary or other professional advice. VereinsFee does not exercise autonomous decision-making authority on behalf of the Customer. Responsibility for approvals and club decisions remains with the Customer's designated individuals.

Optional cloud AI is used only to the extent expressly agreed and approved. Information about the service providers involved and data processing is supplied before activation.

The Provider's liability for AI functions is also governed by clause 9. The Customer's duty to review does not remove the Provider's own contractual obligations.

6. Availability, maintenance and disruptions

The Provider takes reasonable measures to ensure reliable and secure operation. Uninterrupted or completely error-free availability is not guaranteed. Binding availability levels and response times require a separate agreement.

Maintenance, security measures and technical disruptions may temporarily restrict use. Substantial planned interruptions are announced in advance where possible.

The Customer reports identified defects with an understandable description. The Provider remedies defects for which it is responsible within a reasonable period, taking their impact into account. In the event of substantial, persistent service disruptions, appropriate fee reductions and termination for good cause remain available.

7. Data protection, confidentiality and backups

The parties conclude a data processing agreement for the processing of club and member data on behalf of the Customer. In particular, this agreement governs instructions, security measures, subprocessors, processing locations and the return and deletion of data.

The Customer remains responsible for the lawfulness of its data processing and for informing affected individuals. The Provider fulfils its own statutory and contractual data protection obligations.

Both parties treat the other party's non-public information as confidential.

The scope of backups and recovery is specified in the service description. The Customer additionally retains records subject to statutory retention requirements in a suitable form and uses available export facilities for its own backups. The Provider's agreed backup obligations remain unaffected.

8. Rights to software and content

Rights to the VereinsFee software remain with the Provider or the respective rights holders. For the duration of the contract, the Customer receives the right to use the agreed functions for its club or organisational activities.

Rights to content supplied by the Customer remain with the Customer or the respective rights holders. The Provider may process this content only to the extent necessary to perform the contract or on a separate legal basis.

9. Liability and limitation of liability

9.1 Unlimited liability

The Provider's liability is unlimited for damage caused by intent or gross negligence, for culpably caused death or personal injury, and in all cases of mandatory statutory liability. These exceptions apply to all the following limitations and exclusions of liability.

9.2 Minor negligence

For damage caused by minor negligence, the Provider's liability is limited to proven, direct damage that was foreseeable when the contract was concluded.

Total liability for such damage per contract year is capped at the usage fees owed by the Customer for the preceding twelve months, subject to a minimum cap of CHF 1,000. For free access, the cap is CHF 1,000 per contract year.

9.3 Excluded categories of damage

Subject to clause 9.1, liability for indirect and consequential damage, lost profits, lost savings and third-party claims against the Customer is excluded to the extent permitted by law.

9.4 Data loss

For data loss caused by minor negligence, liability is limited to the reasonable costs of restoring the data; the cap in clause 9.2 also applies. Any contributory fault on the Customer's part is taken into account in accordance with statutory rules. This does not exclude liability for a breach of the Provider's agreed backup obligations.

9.5 Customer's sphere of responsibility and external events

The Provider is not liable to the extent that damage is caused by incorrect Customer inputs, unlawful content, improper allocation of access rights or use in breach of contract. Any contribution to the damage by the Provider remains subject to the preceding provisions.

The Provider is not liable for unavoidable events beyond its reasonable control insofar as it is not at fault in a manner giving rise to liability. The use of external service providers does not release it from its own statutory and contractual obligations.

10. Duration, payment and termination

Unless otherwise agreed in the confirmed offer, production subscriptions run for an indefinite period and may be terminated by either party by email with 30 days' notice to the end of a calendar month.

Invoices are payable within 30 days of the invoice date. Paid services arise only from an expressly confirmed order.

Trial access ends upon expiry of the agreed trial period. It is not automatically converted into a paid subscription.

In the event of a material breach of contract, the affected party may terminate for cause after an appropriate cure period has expired without remedy. In the event of urgent security risks or serious misuse, the Provider may temporarily suspend access to the extent necessary and informs the Customer insofar as legally permissible and consistent with security requirements.

11. Data upon contract termination

Within 30 days after contract termination, the Customer may request delivery of its stored club data in an agreed, commonly used machine-readable format. The Provider enables delivery even if regular access has already ended.

After this period, the data is deleted in accordance with the data processing agreement unless statutory retention requirements prevent deletion. Remaining backup copies are deleted or overwritten within the backup retention periods specified in that agreement.

The costs of any additionally requested individual migration are agreed before it is commissioned.

12. Amendments and applicable law

Material amendments to these General Terms and Conditions are communicated at least 30 days before their intended effective date. Amendments to the Customer's disadvantage require its consent; silence alone does not constitute consent. Without consent, the previous terms continue to apply until ordinary termination.

Price and package changes are governed by clause 3 and require an expressly confirmed change.

Swiss law applies. To the extent permitted by law, Zug is the exclusive place of jurisdiction. Mandatory statutory jurisdiction rules and mandatory protective provisions remain unaffected.