

Template-Based Website Supply Agreement

Investis SA — template web solutions with customisation

Between the parties

The Provider:

Investis SA, Via Pretorio 13A, 6900 Lugano, Svizzera
UID CHE-339.253.743 — Email: info@investis.ch
(hereinafter «the Provider»)

The Client:

To be completed by the Client:

Name / Company

Address

Postal code and City

Country

UID / VAT no. (if company)

Contact person

Email

Phone

Art. 1 — Subject of the agreement

The Provider shall create for the Client a website based on a pre-existing template from its library, adapted and personalised according to the content and instructions supplied by the Client. The service consists in the adaptation of a standard template and not in the design of a bespoke website, save for a separate written agreement regarding a Custom Template (art. 4).

Art. 2 — Client content and materials — 10-day deadline

The Client undertakes to supply all necessary content (texts, logo, images, photographs, contact details, opening hours and any other information) within 10 calendar days from the signing of this agreement. Photographs must be supplied within the same deadline. Where content is wholly or partly missing after the deadline, the Provider may, by agreement, source texts and images for a surcharge to be agreed; failing that, art. 10 applies.

Art. 3 — Client warranties on content and indemnity

The Client warrants that it holds all rights (copyright, trademark, image and any other rights) in the texts, logos, photographs, images and materials supplied, and that these infringe neither third-party rights nor any law. The Client further warrants that the content is not defamatory, misleading, unlawful or harmful to third parties. The Client shall fully hold harmless and indemnify the Provider against any claim, action, cost, legal expense or damages arising from the infringement of third-party rights or of the law in connection with the materials or content it supplies or requests. The Provider is under no duty to verify ownership of rights in the Client's materials and, on notice of an infringement, may remove the contested content without liability.

Art. 4 — Standard Package and Custom Template

The Standard Package covers the adaptation of a template from the library at the standard price stated below. Should the Client request a customised template or functionality not provided by the template (Custom Template), the price is set ad hoc by a separate quotation accepted in writing, which forms part of this agreement.

Art. 5 — Price — setup fee and monthly fee

The consideration comprises: (a) a one-off setup fee for adapting and publishing the template, and (b) a recurring monthly fee charged automatically to a credit card via Stripe. The applicable amounts, agreed between the parties, are those stated in the pricing box below. All prices are exclusive of VAT where applicable.

Art. 6 — What the monthly fee includes

The monthly fee includes: the licence to use the template-based website, hosting on the Cloudflare cloud network, the SSL certificate, ordinary maintenance, technical and security updates to the platform, basic availability monitoring, and support for malfunctions attributable to the Provider. Base hosting is provided on Cloudflare infrastructure; should the Client request hosting on Swiss territory, the relevant price is agreed separately. The fee does NOT include: content or layout changes requested by the Client after delivery, new pages or functionality, extraordinary graphic work, the domain name (art. 7), advertising campaigns, production of content and photographs. The base fee is fixed; the Provider may adjust it with 30 days' written notice, in the event of a change in infrastructure or third-party service costs; if the Client does not accept, it may terminate under art. 20. Such excluded services are billed separately (art. 15).

Art. 7 — Domain name

The domain name may be provided by the Client, who remains its holder and bears its costs, or purchased and managed by the Provider on the Client's behalf for a surcharge to be agreed. Where the domain is provided by the Client, the latter undertakes to promptly communicate the necessary technical configurations. The choice is indicated in the pricing box below.

Art. 8 — Payment terms — deposit and balance

The setup fee is due as follows: 30% as a deposit on signing the agreement and 70% as the balance on delivery of the approved website. The monthly fee starts from the website going live and is charged automatically via Stripe.

Art. 9 — Client's withdrawal

The Client may withdraw from this agreement at any time before delivery. In that case the deposit paid (30%) is definitively acquired by the Provider as indemnity and is non-refundable. The Provider also invoices any services and work already carried out exceeding the value of the deposit, calculated at the hourly rate in art. 15. Any accrued fees remain due. Withdrawal must be communicated in writing.

Art. 10 — Client inactivity

Should the Client fail to supply the requested content, fail to respond to the Provider's communications or fail to provide the feedback needed to proceed with the project for a continuous period of 30 days, the Provider may, at its option: (a) deem the website delivered as it stands and invoice the balance, or (b) terminate the agreement, retaining the deposit and invoicing the work carried out under art. 9. In both cases the Provider's delivery deadlines are suspended for the duration of the inactivity.

Art. 11 — Non-payment of the fee

In the event of non-payment of the monthly fee, the Provider sends the Client a single written reminder (one notice). If the deadline stated in the reminder passes without payment, the Provider is authorised to deactivate publication of the website. The website is reactivated after full settlement of the amounts due. Overdue amounts bear default interest of 5% per year; reminder and debt-collection costs are borne by the Client. Deactivation extinguishes neither the accrued debt nor the fees due until any termination pursuant to art. 20.

Art. 12 — Termination of the agreement

Without prejudice to art. 11, should the website remain deactivated for non-payment for a period of 60 days, the Provider may definitively terminate the agreement with immediate effect, cease hosting and delete the website and its data, all accrued amounts remaining due. Either party may also terminate the agreement with immediate effect in the event of a serious breach by the other party not remedied within a reasonable time from written notice. Termination does not affect rights already accrued.

Art. 13 — Revisions

For the Standard Package, up to 3 revision cycles on the adapted template are included, to be exercised within a reasonable time. Each cycle gathers the Client's change requests into a single coherent set. Revisions exceeding the included number, or changes requested after final approval, are treated as extraordinary work and billed hourly (art. 15).

Art. 14 — Delivery and approval

Upon the Provider notifying completion, the Client has a reasonable period to review the website and communicate

any observations within the included revision cycles. Absent observations within that period, the website is deemed approved and publication and invoicing of the balance follow.

Art. 15 — Extraordinary work

Any service not included in the fee or exceeding the included revision cycles — such as additions, new sections, changes after approval, technical integrations — is billed at the hourly rate of CHF 110/hour, subject to prior notice to the Client. Work is carried out only after the Client's confirmation.

Art. 16 — Warranty

The Provider warrants for 12 months from delivery the conformity of the website with what was agreed and the free correction of technical defects attributable to it. The warranty does not cover malfunctions arising from third-party or Client modifications, from Client-supplied content, from third-party services, from misuse, or from external causes. Where the Client has access to the website and makes independent changes, any restoration is billed under art. 15.

Art. 17 — No guarantee of results

The Provider supplies a technical service to create the website and guarantees no commercial result, search-engine ranking (SEO), traffic, visibility or sales. Any optimisation, marketing or advertising activity is excluded from this agreement and subject to a separate agreement, if any.

Art. 18 — Force majeure and third-party services

The Provider is not liable for delays or non-performance due to causes beyond its control, including force majeure, failure or unavailability of third-party infrastructure and services (including Cloudflare, Stripe, domain providers, external services and their API or terms changes). During such events the Provider's obligations are suspended for their duration.

Art. 19 — Ownership, template licence and rights

Content supplied by the Client remains its property. The template, the code, the design and every underlying technical element remain the exclusive property of the Provider. The Provider grants the Client a non-exclusive, non-transferable licence to use, limited to the duration of the relationship and to the sole website covered by this agreement. The Client acquires no right in the template as such: it is forbidden to copy, replicate, resell, transfer to third parties or reuse it on other websites, including after termination of the relationship. On termination, the licence lapses and the Client retains only its own content. The Client authorises the Provider to cite the project as a reference, save written refusal.

Art. 20 — Term and termination

The relationship relating to the monthly fee is of indefinite duration and terminable by either party with written notice as stated below or, failing that, with one month's notice for the end of the month. On termination, the Provider ceases hosting and publication of the website and the template licence lapses (art. 19); the Client's content is made available to it on request.

Art. 21 — Liability

The Provider is liable solely for direct damage caused by its own gross negligence or wilful misconduct, up to the amounts paid by the Client in the twelve months preceding the event. All liability for indirect damage, loss of revenue or data, and for the actions of third-party providers (Stripe, Cloudflare, domain provider, external services) is excluded. The Provider makes periodic backups on reasonable criteria, but the Client remains responsible for keeping its own copy of the content. Abusive disputing of a Stripe charge (chargeback) does not extinguish the debt and passes the related costs to the Client.

Art. 22 — Data protection

The parties process personal data in compliance with applicable Swiss law (revFADP). The Provider processes the Client's data solely to perform the agreement. Payment data is handled directly by Stripe as processor; the Provider does not store full card data.

Art. 23 — Assignment

The Client may not assign this agreement, nor resell or transfer to third parties the website or the template licence, without the Provider's written consent. The Provider may assign the agreement to a successor, notifying the Client.

Art. 24 — Governing law and jurisdiction

This agreement is governed by Swiss law. Any dispute falls under the exclusive jurisdiction of Lugano, Switzerland, subject to appeal to the Federal Supreme Court.

Art. 25 — Final clauses

Amendments and additions to this agreement require written form. The invalidity of any clause does not affect the validity of the remaining ones. This agreement, together with any quotation for a Custom Template, constitutes the entire agreement between the parties.

Pricing box

☐ Standard Package

☐ Custom Template (ad hoc)

Chosen template (ref.)

Agreed setup fee (CHF)

Monthly fee (CHF)

☐ Domain provided by Client

☐ Domain purchased by us (surcharge)

☐ Content/photo sourcing by us (surcharge)

Signatures

By signing, the Client declares having read and accepted all the foregoing clauses, including the articles on deadlines, fee, revisions, extraordinary work, template licence and jurisdiction.

Place

Date

Place

Date

Client's signature

Provider's signature