NovaWage –

Terms and conditions

CONTENT

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1   GENERAL PROVISIONS

These General Terms and Conditions ("CG") of NovaWage apply to the offers and services of **Novative SA**, located at **Avenue Reverdil 14, 1260 Nyon** in connection with the NovaWage tool.

By accepting these Terms and Conditions, the user acknowledges that they have read and understood their content and expressly agrees to abide by them. This acceptance constitutes a contractual agreement between the user and Novative SA, defining the rights and obligations relating to the use of NovaWage services.

These Terms and Conditions apply to all NovaWage offers and services. For certain specific modules or features, additional terms and conditions may apply. In the event of any conflict between these Terms and Conditions and any additional terms and conditions, the latter shall prevail.

2   SCOPE OF SERVICES

NovaWage allows users and businesses to automate their HR processes using acquired modules such as payroll, time and activities management, documents, etc. The services and features are described in detail on the NovaWage website (www.novawage.com).

Novative is entitled to use third parties to provide its services and ensure customer service. Novative retains all rights related to the software, brand, and service offerings. The user obtains a right of use as per these CG.

3   PURCHASING CONDITIONS

The buyer undertakes to provide valid contact information when creating an account and to pay the requested price.

All orders require the creation of a customer account. All successful purchases will receive a confirmation message. For purchases made on the website, the confirmation will first appear in the browser and will then be sent by email. The purchase is deemed to have been completed when the confirmation email is sent.

By entering into the contract, the purchaser undertakes to pay the licence fees for the duration of the contract, based on the actual number of users. Novative is entitled to adjust the licence fees and/or any other applicable charges to the actual situation at any time.

Licence fees and all other applicable charges are payable immediately for payments made by credit card, debit card, PayPal or PostFinance Card. For payments by invoice, payment must be made within 15 days of the invoice date.

The amounts paid are non-refundable, except in the cases provided for in these terms and conditions.

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4 USER REGISTRATION

To use NovaWage, the user must open a user account. Novative may require additional authentication steps for certain applications. The user is obliged to provide complete and truthful information and to keep all provided information up to date (especially email address, billing, and payment details) and to correct any changes or errors immediately. By registering, the user confirms that they have the capacity to act or are authorized to act for a third party, if applicable, with the consent of a legal representative. Novative reserves the right to reject any registration request without specifying the reasons.

These CG apply to all individuals who use or access the software and/or services for their business or individually, including authorized users representing the company or business, its employees, or other individuals using or accessing the software.

5 CONTRACT TERMS

Products and prices listed on the online site are considered an offer, and the company reserves the right to make changes during the contractual period.

The NovaWage sales contract is concluded when the user places an order on the online site.

6 DATA PROTECTION

Data collected :

We may collect the following data, including your personal data:

- Name, First name
- Gender
- Profession
- Contact informations such as email addresses and phone numbers
- IP addresses (collected automatically)
- Type and version of web browser (collected automatically)
- Operating system (collected automatically)

How we collect data :

We collect data in the following ways:

- You provide us with your details when you register to use or access websites.
- Through the applications or services, we provide or when you update these details.
- When you interact with us through social media.
- When you place an order using our websites, applications, or services.
- When you register to use our websites, applications, or services (including free trials).
- When you contact us offline, for example, by phone, fax, SMS, email, or postal mail.
- When you fill out online forms (including callback requests), participate in surveys, post on our forums, publish blogs, participate in contests or drawings, download information

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such as white papers or other publications, or participate in any other interactive area on our website or in our application or service.

- When you choose to receive marketing communication from NovaWage.

Data is collected automatically.

Each case complies with the privacy policy.

Customer Data :

Novative takes the most modern measures to protect the data stored by the user in their software.

Novative is not subject to data retention obligations. The user is responsible for regular data backup outside of the services contractually provided.

A copy of personnel data, which must be requested within seven calendar days of the end of the contract, can be obtained in a common file format that is readable using standard software. This service is billed as a one-time fee.

Novative will delete all customer data remaining on its servers fifteen calendar days after the end of the contractual relationship.

7 INTELLECTUAL PROPERTY RIGHTS

Novative retains sole ownership of all intellectual property rights in connection with the NovaWage tool. Reverse engineering is strictly prohibited. Any unauthorized use of all content, pages, scripts, illustrations, and icons published on the NovaWage website is prohibited.

You retain all rights, titles, and ownership interests in and to your data.

8 CUSTOMER OBLIGATIONS

To use NovaWage, the user must have internet access and a device that can connect to the web, such as a computer or smartphone with an up-to-date browser (Chrome, Firefox, Safari, etc.) or the corresponding application.

Users are strongly recommended to update their devices as necessary and choose secure passwords.

All data entered into the system is the responsibility of the user.

The user hereby grants NovaWage the right to make the data and content stored on the server accessible to the Customer for their requests via the Internet and, in particular, to copy and transmit them for this purpose and to reproduce them for data backup purposes.

The user is solely responsible for access to their account. The user is required to treat their access data confidentially.

The user must report any malfunction in writing (preferably by e-mail) and must specify the type, extent, duration and any other relevant information relating to the malfunction.

The user is obliged to only integrate content into the application for which they have the required rights. The integration of content without rights is strictly prohibited.

Furthermore, integrated content must not be racist, pornographic or offensive.

In the event of misuse of the applications, particularly in the event of suspected criminal activity, the data may be analysed for the purpose of clarifying the facts and, if justified, forwarded to the competent authorities or third parties affected by the misuse.

The user is obliged to indemnify Novative for any damage resulting from the unauthorised use of data or content by the user.

If the user notices or suspects unauthorised use of their account, they are obliged to change their access data immediately and to inform Novative without delay.

Your right to use (for yourself and your affiliates for internal business purposes only) the platform is personal to you and may not be assigned, sublicensed, sold, resold, transferred, distributed or otherwise disposed of or commercially exploited in any manner whatsoever, including through any charge, lien or other encumbrance.

9 PAYMENT TERMS

Payments must be made in Swiss francs (CHF) for customers located in Switzerland.

The following payment methods are accepted: credit/debit card, PayPal, PostFinance Card, and payment by invoice.

For payments by invoice, payment must be made within 15 days of the invoice date.

All amounts shown include VAT and must be paid in accordance with the above terms and conditions.

10 AUTOMATIC RENEWAL

Your subscription is automatically renewed on a monthly basis:
- Card payment (credit/debit, PayPal, PostFinance Card): your card will be debited once a month for monthly subscriptions or as soon as any prepaid amount has been used up, depending on the number of employees and the type of subscription.
- Payment by invoice: payment must be made within 15 days of the invoice date. Failure to pay within this period will result in immediate suspension of access to the service until the amount due has been paid in full.

The price or fee is adjusted according to the number of employees. If the number of employees changes brackets, the next invoice will be adjusted to the higher or lower bracket.

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NovaWage will send a receipt by email after each payment. If your card payment fails, you will be notified and must update your payment information within 5 days of notification, otherwise access will be suspended until payment is made.

There are no refunds or credits for partial months. Novative reserves the right to terminate the contract at any time in the event of repeated late payments, without this releasing the user from the obligation to pay the amounts due for the current month.

11 DURATION AND TERMINATION

The contractual relationship begins when the Customer registers and places an order on the Novawage website.

The contractual relationship is automatically renewed. Consequently, the subscription taken out by the Customer (monthly subscription) is automatically extended for a new billing period as long as the contractual relationship has not been terminated in accordance with this chapter.

The parties may terminate the contractual relationship by giving one month's notice at the end of the current billing period of the subscription taken out (monthly subscription). Any provisions to the contrary concerning notice periods are reserved.

You may terminate your subscription by clicking 'Cancel' on the NovaWage account under the gear icon on the billing tab in the settings.

Novative has the right to suspend or terminate the contract without notice if the user fails to make the required payments.

Termination of any of the services or this contract shall not affect the rights of the user or Novative with respect to transactions that occurred prior to termination.

Novative shall have no liability for any costs, losses, damages, penalties, fines, expenses or liabilities arising from Novative's termination of this contract.

Termination, repudiation or expiry of these Terms shall not affect your obligation to pay us any amounts due for any access rights granted to you prior to the date of termination or expiry of these Terms, including, for the avoidance of doubt, any terms defined and agreed in the order.

12 BLOCKING

Novative may deny the customer access to the platform if the customer does not comply with the contract.

Novative also has the right to block access if the security of the access service or facilities used by Novative is directly or indirectly compromised by the user.

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13 WARRANTY

Novative is solely responsible for damages caused intentionally or through gross negligence. Its liability is excluded in the case of slight or moderate negligence. Furthermore, any liability of Novative is excluded for indirect or consequential damages such as loss of profit, unrealized savings, additional costs, data losses, damages resulting from downloads, or claims by third parties.

Novative strives to ensure the good availability of its services. However, it cannot guarantee uninterrupted and disturbance-free operation of its infrastructure and services. The liability of NovaWage is excluded, within the limits of the law, in the event of damage due to forces of nature or disruption, especially due to a lack of internet connection, illegal intervention in telecommunications installations and networks, network overload, deliberate congestion of electronic access by third parties, or interruption.

14 APPLICABLE LAW AND JURISDICTION

These Terms of Use are governed and construed in accordance with the laws of Switzerland, including its conflict of laws rules.

You agree that any dispute arising from the subject matter of these terms of use or related to them will be governed by the exclusive jurisdiction of the courts at the registered office of Novative.

15 MISCELLANEOUS

Novative has the right to amend these CG at any time. Novative will inform customers by email or in writing. If the user objects, Novative has the right to proceed with the extraordinary termination of the contract

If a provision of these CG is or becomes invalid, it does not affect the validity of the other provisions. The invalid provision will be replaced by a valid provision that comes closest to the economic purpose of the invalid provision.

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