
General terms and conditions

1. Introduction

WildVenture GmbH provides its customers with a calculation program under the brand name "CarbonCare" with which CO₂ emissions from logistics services can be determined based on the European standard EN 16258 and other scientifically based methods and standards as well as other services in connection with CO₂ management (together "CarbonCare" or "Services"). The current information on the websites www.carboncare.ch and www.carboncare.org provides information on the scope and specific terms of use of the individual services of WildVenture GmbH. WildVenture GmbH may involve third parties and subcontractors in the performance of the contract.

The customers have no claim to a certain arrangement or to the retention of certain services. WildVenture GmbH is entitled at any time to change the functionality and design of CarbonCare without compensation.

2. Scope of application

The present General Terms and Conditions ("GTC") regulate the legal relationship between WildVenture GmbH and the users of the calculation program CarbonCare (hereinafter "customer" or "user"), unless something to the contrary has been individually agreed in writing with a customer. Conflicting or deviating general terms and conditions of the customer will not be recognized. In addition, our General Terms and Conditions of Licensing shall apply in their respective valid version.

By accessing the computer, using CarbonCare either via www.carboncare.ch or www.carboncare.org or via an interface (together "platform") and/or completing an order, the user declares that he has read, understood and is bound by these General Terms and Conditions.

WildVenture GmbH reserves the right to change these GTC at any time. The new GTC will be notified to the customer in writing or in a suitable manner (e.g. by e-mail) and shall be deemed approved within 30 calendar days without written objection by the customer.

In the event of contradictions between the German version of the GTC and the translated version, the German version shall take precedence.

3. Access and duty of care of the customer

As far as the user receives access data (user name and password) within the scope of using CarbonCare, the user is obliged to treat these access data confidentially and to protect them against misuse by unauthorized persons. In particular, the password must not be recorded or stored unprotected on a terminal device. The customer is advised to change the password regularly. Where an interface to the CarbonCare computer program is set up in a user's operating system, the user is responsible for ensuring that unauthorized persons have no access to the system. The customer bears all consequences resulting from the unauthorized use of the access data and the platform. WildVenture GmbH is not liable for any damages resulting from unauthorized use of the access data or the platform.

The user is solely responsible for the completeness and correctness of the data entered and made available to WildVenture GmbH. WildVenture GmbH is not responsible for delays or incorrect calculations resulting from incorrect or incomplete data. There is no obligation on the part of WildVenture GmbH to check the correctness of the data provided by customers. The user indemnifies WildVenture GmbH against all claims, legal disputes, liabilities, claims for damages, costs and expenses arising from the use of CarbonCare by the user or by other persons using his access data.

4. Terms of use

The customer undertakes to use CarbonCare properly. The user may not use CarbonCare for activities that constitute a violation of the law or violate the rights of third parties. In particular, the following actions and forms of use are prohibited:

- The use of robots, spiders or other automatic mechanisms or manual procedures to check or make accessible the content of CarbonCare;
- To advertise CarbonCare in any way or to create the impression that CarbonCare is a product of the user, unless WildVenture GmbH gives written permission to do so;

- To publish on the platform or distribute on the platform any material that is illegal or contrary to contract, in particular inciting a violation of the law, giving rise to civil liability, threatening, offensive, defamatory, obscene, indecent or pornographic;
- Use or access CarbonCare in a manner that adversely affects its performance or function;
- Use CarbonCare in any way to use viruses, Trojan horses, worms, time bombs or other programs and procedures to interrupt, intercept or otherwise intercept the CarbonCare or other user's web sites and systems or to take any action that may infringe the rights of WildVenture GmbH or any third party;

WildVenture GmbH reserves the right to immediately block access to the platform and/or CarbonCare without compensation and to the exclusion of any liability to the customer if these GTC or the general license conditions are violated or if security risks are identified. If the customer or other persons who use his access data violate the rights of third parties and WildVenture GmbH is held liable, the customer must indemnify WildVenture GmbH in full.

The customer agrees that his data may be processed confidentially and anonymously by WildVenture GmbH for its own purposes. The customer can restrict or prohibit the use of his data by written notification.

5. Intellectual property and other rights

All copyright, usage and other industrial property rights concerning CarbonCare as well as the data on the website www.carboncare.ch or www.carboncare.org, including the HTML code, the text, the photographs or other images which can be seen on the website, are either owned by WildVenture GmbH or are licensed to WildVenture GmbH by the owner. By calling up, using or ordering services or the website www.carboncare.ch or www.carboncare.org, the customer does not acquire any copyrights, rights of use or other industrial property rights.

6. Warranty and availability

The CarbonCare program is a software program that enables users to calculate CO₂ emissions for logistics services. WildVenture GmbH as owner and operator of CarbonCare does not guarantee the correctness or appropriateness of the data or information provided by users or third parties.

The uninterrupted availability of the Internet is not guaranteed. In particular, it is possible that transmission errors, technical defects, malfunctions, illegal interventions in network facilities, overloading of the network, deliberate blockage of electronic access by third parties, as well as interruptions or other inadequacies on the part of the network operators may occur.

The user's computers and networks are outside the control of WildVenture GmbH. WildVenture GmbH therefore accepts no liability for the functionality of these systems.

In the event of any interruptions, WildVenture GmbH CarbonCare will endeavour to make its Internet services accessible again as quickly as possible but does not guarantee that its Internet services are accessible without interruption, that the connection to the servers can always be established or that the data stored in the systems will remain stored under all circumstances. Furthermore, WildVenture GmbH is entitled to interrupt or restrict the operation for the purpose of rectifying faults, carrying out maintenance work, introducing new technologies, etc.

7. General terms and conditions of the licence

With a licence the customer acquires a non-exclusive and non-transferable right to use CarbonCare by himself and his own branch offices.

New Licensees are provided with FTP access data and instructions or, if applicable, an API key with which the interface can be used immediately. Any adjustments to the licensee's system are the responsibility of the licensee.

All published prices are net prices, excluding VAT and other public charges. The licence price is determined on the basis of the licensee's annual company turnover. The tolerance in company turnover for determining the licence price is +/- 10%. In the event of more than one million calculations per year (transactions), additional server capacity may be required depending on the situation and the price may be set accordingly. In case of unavailability of certain address data (e.g., address or postcode errors etc.) CarbonCare automatically sends a search request to an external platform. If these queries exceed 1% of the calculations made by the licensee per year, CHF 0.01 will be charged per additional query.

The prices include the services specified as standard at product level. Any additional services will be invoiced separately to the licensee. An upgrade to another licence is possible at any time by paying the difference.

1st level support via e-mail is included in the annual license fee. Further support as well as the creation and installation of customer-specific interfaces and / or other special applications, e.g. for project work on behalf of the licensee, are subject to a charges.

The prices listed at the time of the order are decisive for invoicing. Price changes shall be communicated to existing customers as early as possible. The purchase price is due for payment with a payment period of 10 calendar days calculated from the date of the order or contract extension. In case of default of payment by the licensee, WildVenture GmbH is entitled to stop its services or to block the access for the licensee without compensation. An appropriate processing fee may be charged for the reconnection.

WildVenture GmbH reserves the right to change these license terms at any time. The new licence conditions will be communicated to the licensee in writing or in a suitable manner (e.g. by e-mail) and are deemed to be approved without written objection by the customer within 30 calendar days.

8. Data protection

We refer you to the privacy policy on the CarbonCare website.

9. Contract duration and termination

With the conclusion of an order, a contract is concluded between the customer and WildVenture GmbH for the duration of one year. Licence costs are owed from the first month of operation and will be invoiced for one year at a time. This contract can be terminated by either party with 90 calendar days' notice. Without written notice of termination by the customer or by WildVenture within this notice period, the contract is automatically extended by one year.

If the contract is terminated by WildVenture GmbH due to a breach of the customer against these GTC, the General License Terms or due to non-payment despite 2nd reminder, WildVenture GmbH has the right, after termination of the contract, to delete all customer data after a period of 30 calendar days and/or to block access for the customer without compensation.

10. Exclusion of liability

The liability of WildVenture GmbH for breaches of contract is excluded to the extent permitted by law. In particular, WildVenture GmbH assumes no liability for erroneous calculations and order performances which have come about as a result of incomplete or erroneous data entered or made available by the customer. Furthermore, WildVenture GmbH assumes no liability for services or statements of its partner companies and their external service providers.

In the event of malfunctions or system failures, WildVenture GmbH will endeavour to remedy these as quickly as possible. The WildVenture GmbH excludes any liability for damages, which could arise at the customer due to lack of availability of the services.

WildVenture GmbH reserves the right to interrupt the services of CarbonCare at any time in order to protect the user and to remedy any security risks. WildVenture GmbH accepts no liability for any damage resulting from this interruption or from a block.

11. Confidentiality

The customer undertakes to keep confidential information of WildVenture GmbH that has been designated as confidential and not to make such information accessible to third parties. In particular, the content of contracts including appendices shall be deemed confidential. The statutory duties to provide information remain reserved.

12. Applicable law and place of jurisdiction

The legal relationship between WildVenture GmbH and its customers shall be governed exclusively by Swiss law. The Vienna Convention on Contracts for the International Sale of Goods of 1980 ("CISG") shall not apply.

The place of jurisdiction for disputes arising from or in connection with contracts between WildVenture GmbH and its customers is the registered office of WildVenture GmbH.

Should provisions of these GTC be void or legally ineffective, the remaining provisions shall continue to apply. In this case, void or legally ineffective provisions will be replaced by legally effective provisions which have economic effects close to those of the ineffective provisions. as legally possible.