

# Terms & Conditions

Effective from 11.12.2023

## 1. Overview

- a) These terms and conditions form a legal agreement between Verein DIFFAIR ("BRANDNAME", "us", or "we") and the legal entity or natural person ("organisation", "you", or "your") who registers an account with us and subscribes to a plan.
- b) We create and optionally send regular payslips and annual salary certificates to your employees.
- c) We also provide a secure online portal for your employees to access their payslips and salary certificates if you so choose.
- d) All information required to create payslips and salary certificates is provided and maintained current by you.

## 2. Account

- a) Your account must be registered by an authorised person of the organisation who will initially be assigned as an account administrator.
- b) You must have at least one account administrator at all times.
- c) You may add additional users to your organisation within your plan limits. The users must be assigned one of the following levels of access:
  - i. **No access:** The user can login, but cannot view or alter any account information.
  - ii. **Read-only access:** The user can view all account information, but cannot make any additions, deletions or changes.
  - iii. **Write access:** The user can view, add, delete and edit all account information except for adding or deleting users or changing user access levels.
  - iv. **Administrator:** The user can view, add and edit all account information including users.
- d) If your plan is downgraded, you must check and optionally change the access level of your users as some users may automatically have their access revoked to keep within your plan limits.
- e) You and your users must provide us with certain personal information, which will be treated confidentially in accordance with our Privacy Policy.

## 3. Subscription

- a) You must subscribe to a plan, which may be free or paid.
- b) The free plan does not require any payment or credit card.
- c) The paid plans require either a monthly or annual payment by credit card in advance or an annual payment by invoice, issued in advance.
- d) Free trials for paid plans require a credit card or an issued invoice, however payment is not required until the end of the trial period.
- d) You may add credit to your account to be used for additional paid services.
- e) If you fail to pay your subscription by the due date, your plan will be changed to the free plan and you are liable for any period in which your plan was unpaid and you received paid services.
- f) We reserve the right to subtract payments due in accordance with paragraph e) from any credit balance in your account. Any remaining amount due must be paid before upgrading your plan.

## 4. Settings

- a) You must define certain settings for the appearance of your online employee portal, even if you do not grant access to your employees.

- b) You must define certain settings for the appearance, frequency and content of your payslips.
- c) You may define custom deductions and credits for all payslips issued to your employees.
- d) You must choose one of the following methods to send payslips and salary certificates to your employees:
  - i. **Self printing and sending:** You must access employee documents in your account, print them and send or otherwise deliver them to your employees.
  - ii. **Email:** We will email the documents to the relevant employee email address, as provided by you. This method is relatively insecure, however documents may be password protected to mitigate security risks.
  - iii. **Online:** Employees will be sent a link to access their documents in your secure online employee portal.
  - iv. **Post:** For an additional fee per document, we will print and send the documents to the relevant employee address, as provided by you.

## 5. Employees

- a) You may add employees for whom the payslips will be created.
- b) You should add at least one active employee, however the number of active employees is limited by your plan.
- c) You may add an unlimited number of inactive employees. Payslips and salary certificates are not created for inactive employees.
- d) If your plan is downgraded, you must check and optionally change the status of your employees, as some active employees may automatically be made inactive to keep within your plan limits.
- e) You may add up to 10 employments per employee. Employments with the same pay type and frequency will be combined on a single payslip, otherwise additional payslips will be created as needed.

## 6. Payslips

- a) Payslips for employments with hourly or daily wages will only be created once the hours or days for the pay period have been entered.
- b) Payslips for employments with fixed wages will automatically be created on the pay day.
- c) You must notify us immediately of any errors on the created payslips, so that we can correct the errors before they are sent to employees.
- d) Corrected payslips can be created at a later date, however you will be responsible for sending them to your employees.

## 7. Salary certificates

- a) Salary certificates will be created in January for the previous calendar year.
- b) Salary certificates will only be created for employees who have been active for the entire year or from the start of their employment if it is within the year, and are active at the time of creation.
- c) You must notify us immediately of any errors on the salary certificates, so that we can correct the errors before they are sent to employees.
- d) Corrected salary certificates can be created at a later date, however you will be responsible for sending them to your employees.

## 8. Termination

- a) You may cancel a paid plan at any time in your account. Any amount paid in advance will not be refunded, however the paid service will continue to be available to you until the end of the paid period.
- b) You may terminate your agreement with us at any time, with 7 days notice. Please send us an email or contact us via our contact form with your desired end date.

- c) If you close your account, any remaining paid subscriptions and any paid credit in your account will be forfeited.
- d) We may terminate this agreement with you at any time by email to an account administrator with 30 days notice.
- e) Both parties may terminate this agreement immediately upon violation of these terms by the other party.
- f) Your account and employee portal will be closed and no payslips will be created on or after your termination date.
- g) You must pay any negative account balance (deriving from an unpaid subscription) to us within 30 days of termination.
- h) All your uploaded data and the created payslips and salary certificates as well as your employees data will be deleted from our servers 30 days after the termination date. Details of your subscription payments will be kept for record keeping.

## **9. Changes to these Terms**

- a) We reserve the right to make modifications to these terms and conditions at any time with at least 30 days notice.
- b) Any such modifications will be communicated to you via email to an account administrator.
- c) We will also make an archive of previous versions of these terms and conditions available on our website.

## **10. Applicable law**

- a) These terms and conditions apply to the extent allowed by law.
- b) The definitive version of these terms and conditions is the English version.
- c) Translations in other languages are provided for guidance only.
- d) These terms and conditions are governed by the laws of Switzerland and the place of jurisdiction is Zurich.