

General Terms and Conditions (GTC) of isTest GmbH

1. Scope

These General Terms and Conditions (GTC) apply to all services provided by isTest GmbH (isTest) to its customers, unless other conditions have been contractually agreed upon. The customer is considered to be the administrator of a group and/or the institution listed in the group profile on the website isTest2.ch. The GTC form an integral part of the contract with the customer and apply for the entire duration of the use of isTest's examination and exercise platform and to all users operating with a login provided by the customer.

isTest reserves the right to change the GTC at any time. The applicable version is the one published on the website isTest2.ch.

2. Services and Rights of isTest

isTest provides its customers with a license to use an examination and exercise platform. The examination and exercise platform is the intellectual property of isTest and is protected by copyright. With the licensing, the customer receives the non-transferable, non-exclusive right to use the examination and exercise platform. The customer is not entitled to rent, lease, or sublicense a purchased license. The customer is obliged to ensure that all users operating with a login provided by the customer use the examination and exercise platform only within the agreed scope of use. If the customer violates this agreement, isTest has the right to terminate the licensing and thus the use of the examination and exercise platform for the defaulting customer immediately and without compensation. The customer is also liable for any possible damage caused to isTest as a result.

isTest commits to not displaying advertising, not creating user profiles for commercial purposes, and not entering into cooperation with companies pursuing such goals.

isTest strives to provide a continuous and reliable service but does not guarantee that the examination and exercise platform is error-free and always available. isTest disclaims any liability for errors in the code, transmission errors, and failures due to technical malfunctions or cyberattacks. Likewise, isTest disclaims any liability for potential data loss as well as all other risks associated with using the examination and exercise platform.

isTest does not control the content of the customers but reserves the right to delete inappropriate content.

isTest aims to promote cooperation between its customers. This requires a certain level of trust. Therefore, isTest wants to know its customers. isTest reserves the right to block unidentifiable accounts and, after a warning email to the administrator, also to delete them.

isTest can terminate a business relationship at any time by sending an email to the group administrator. 14 days after termination, access can be blocked with a proportional refund of the last license fee.

isTest reserves the right to perform maintenance work at any time, which may lead to operational interruptions. isTest strives to carry out such maintenance work during off-peak times or on weekends within the shortest possible time frame. Where possible, isTest will inform users in advance.

3. Rights and Obligations of Customers

Customers can withdraw from a business relationship at any time without stating reasons and will receive a proportional refund of their last license fee.

Customers are obliged to truthfully disclose their identity. This obligation applies only to groups and their administrators, not to teachers and learners.

All users with a login are obliged to:

- Not upload inappropriate content and advertising,
- Not interfere with the proper functioning of isTest,
- Protect themselves against possible data loss.

4. Prices

isTest aims to make an affordable contribution to education, relieve teachers from correction work, and provide learners with practice opportunities. The current license fee is published under "Prices" on isTest itself.

After a free trial period, access to isTest is based on a license fee, which grants access for the subsequent period. Invoices are sent to administrators via email. The license fee is paid via e-banking, indicating the invoice number and group name. The invoice amount must be paid by the due date stated on the invoice. If no due date is specified, the due date is 30 days after the invoice date. If the customer is in default of payment, isTest is entitled to a default interest of 5%. The reminder fee is CHF 20 per reminder. If collected by third parties, the customer also owes fees for the collection effort.

Administrators can track their licensing status on isTest and download PDFs of the invoices there.

Prices may be adjusted. Price changes are never retroactive. The price structure valid for the next license period is published under "Prices" on the isTest.ch website.

5. Confidentiality and Data Protection

The current privacy policy is applicable.

6. Legal Information

These GTC and other contractual provisions between isTest and the customers are subject to Swiss law. The place of jurisdiction is the registered office of isTest.

Should any provision of the contract concluded with the customer be void or legally ineffective, the remaining provisions shall continue to apply. In such a case, the void or legally ineffective provision shall be replaced by a valid provision that comes as close as possible to the economic effect of the ineffective provision.