

General Terms and Conditions (GTC) for the use of 360photobox.ch

1. Object of the Contract and Agreement to the GTC

1.1 The following General Terms and Conditions govern the use of 360photobox.ch (hereinafter "Service") by the customer.

1.2 By concluding the contract, the customer expressly confirms that they have read and agree to these General Terms and Conditions.

1.3 If the customer does not agree to the General Terms and Conditions, they have the right to withdraw from the contract within 14 days of its conclusion, but no later than 5 days before the event date. The withdrawal is possible without additional costs and must be in writing

2. Booking and Conclusion of the Contract

2.1 The booking of the 360photobox.ch is done by the customer in writing, by phone, or by email.

2.2 The contract is concluded by the written confirmation or the provision of the 360photobox.ch.

3. Scope of Services

3.1 The 360photobox.ch is made available for the agreed-upon period and may only be used by the provider's personnel. Any use by unauthorized third parties without the explicit permission of the provider entitles the provider to withdraw from the contract with immediate effect.

3.2 The customer receives access to the created photos in digital form.

3.3 The prices listed on the website include the services specified. Any additional requests by the customer beyond the agreed-upon scope of services will be invoiced separately.

4. Terms of Use

4.1 The customer undertakes to use the 360photobox.ch only for its intended purpose and in a proper manner.

4.2 Any unlawful use, especially the dissemination of offensive, discriminatory, or pornographic content, is prohibited.

4.3 The customer ensures that there is sufficient space for the 360photobox.ch and that all necessary permits for installation have been obtained.

4.4 The customer ensures that a functional electrical connection is available at the installation site.

4.5 The customer ensures a WiFi access or stable internet connection at the installation site of the 360photobox.ch for proper functioning and transmission of the created photos.

5. Payment

5.1 To finalize the booking, the customer is required to make a deposit according to the conditions specified on the website.

5.2 Upon receipt of the deposit, the customer receives a written confirmation of the successful booking of the 360photobox.ch for the agreed-upon event.

5.3 The remaining amount is to be paid no later than 30 days before the event. Payment information will be provided to the customer in a timely manner before this date. In case of non-payment of the remaining amount, the provider reserves the right not to provide the 360photobox.ch, without leading to claims or refunds from the customer.

6. Cancellation

6.1 Free cancellation is possible up to 30 days before the event date.

6.2 In case of later cancellation, the provider reserves the right to retain the full amount. No refunds will be granted in this case.

7. Pricing and Changes

7.1 The prices listed on the website apply to the specified services.

7.2 All additional customer requests will be billed separately.

7.3 The provider reserves the right to change the offered packages and prices at any time.

8. Liability and Refund

8.1 The provider is liable for the proper provision of the agreed-upon services.

8.2 Liability for gross negligence or intent remains unaffected.

8.3 Technical or software errors are not considered defects. The provider will try to repair them as quickly as possible but cannot guarantee immediate resolution.

8.4 In case it is not possible to provide the agreed-upon services due to errors by the provider, the customer will be refunded the full amount.

8.5 If damage occurs to the platform or other accessories during the event, the customer is liable. It may render the agreed-upon services impossible. In this case, the customer has no right to a refund.

8.6 If the damage makes it impossible for another rental, the customer is liable.

9. Data Protection

9.1 The provider undertakes to comply with data protection regulations.

9.2 The data provided by the customer will be stored on data carriers and is subject to strict confidentiality.

9.3 Without the express permission of the customer, this data will not be disclosed to third parties unless required by law or necessary for the provision of the service.

9.4 During the event, the customer is responsible for the recorded videos. The customer undertakes to ensure compliance with all applicable laws and data protection regulations.

9.5 The customer agrees that the created videos may be published on the provider's social media pages unless an individual agreement has been made. These publications will, of course, be made without mentioning names or customer identifiers.

9.6 If the customer later discovers that trademark rights or applicable laws have been violated by the created videos, the customer undertakes to inform the provider immediately.

9.7 Upon receiving such notification, the provider will take the necessary steps to remove or modify the affected video to ensure compliance with trademark rights and laws.

9.8 The customer accepts that this notification must be immediate and in writing to enable a prompt response from the provider.

10. Choice of Law and Jurisdiction

10.1 Swiss law applies to this contract.

10.2 In the event of legal disputes or claims related to this contract, the court in Zurich has jurisdiction.