

Website Terms and Conditions

Please read these Terms and Conditions («Terms») carefully. They contain important information about www.callyandi.com, www.home-attendant.ch, www.home-nanny.ch and www.home-help.ch (the Websites) and they affect your rights and liabilities under the law. Please do only use the Website if you agree with these Terms. If you have any questions about these Terms, please contact +41 (0)44 400 33 22

§ 1: Use of Website

1.1

The Websites are provided to you by the Swiss company Callyandi GmbH («Callyandi» «we, us, our») for your personal use subject to these Terms. By using the Website you agree to fully comply with these Terms.

1.2

These Terms may be updated on occasions for legal or regulatory reasons or to allow the sound running of the Websites. Any update will be made visible here and will come into effect at the moment of its uploading. At the end of these Terms you find the date of their latest revision. To ensure that you are always aware of and also complying with any changes that we have made to these Terms, we recommend you to visit this page on each visit to the Websites. If you do not accept the new Terms, please stop using the Websites. If you continue to use the Websites after the date on which the change comes into effect, your use of the Websites will be seen as agreement to fully comply with the new Terms.

§ 2: Availability of the Website

We cannot guarantee the permanent fault-free functioning of the Websites. If you should perceive a malfunction, please report it to info@callyandi.com and we will attempt to repair it as soon as possible. Your access to the Websites may occasionally be bared to in order to do repairs or maintenance or to introduce new content. In that case, we will attempt to restore access as soon as we reasonably can.

§ 3: Intellectual Property

The content of the Websites is protected by copyright, trade marks, database right and other intellectual property rights. You are allowed to retrieve and display the content of the Websites on a computer screen, store such content in electronic form on disk (but not on a server or other storage device connected to a network) or print a copy of such content for your personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. Without our prior express consent you may not reproduce, modify, copy, distribute or use for commercial purposes any of the materials or content on the Websites.

§ 4: Liability

4.1

Apart from our content, the Websites may provide content from other internet sites or resources. Even though we try to ensure that all content of the Websites is correct, reputable and of high quality, we can not warrant or guarantee for the permanent adherence of a high standard. Given the information of any shortcomings in the material on the Websites we will attempt to correct them as soon as we reasonably can and insofar as it lies within our control to do so.

4.2

We will not accept any liability for loss, damage, costs and/or expenses incurred or suffered by you as a result of your use of the websites, except to the extent that such liabilities, losses, damages, costs and/or expenses directly result from our gross negligence or wilful misconduct.

§ 5: Third Party Websites

The Websites may contain links to websites owned and operated by third parties.

We make no warranty or representation as to the accuracy of the content of a third party website nor as to the suitability or quality of any third party's products or services, or any recommendation in respect thereof and shall have no liability to you in respect of losses arising from the supply of goods or services obtained from any such third party.

§ 6: Advertising and Sponsorship

Part of the Websites may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Websites complies with relevant laws and codes. We will not be responsible to you for any error or inaccuracy in advertising and sponsorship material.

§ 7: Details of Available Services and Goods

All descriptions and/or prices of services or goods shown on the Websites are subject to contract and do not represent a formal offer. Services and goods to be provided and their cost will be confirmed after you place an order and are subject to our Customer Terms & Conditions .

§ 8: General

8.1

We may collect information about you. For more information, please see our Privacy Policy.

8.2

These Website Terms and Conditions shall be governed and interpreted exclusively in accordance with the laws of Switzerland to the exclusion of the provisions of the Swiss Federal Statute on International Private Law (IPRG) of December 18, 1987 and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated April 11, 1980. It is agreed and understood by you and us that any and all disputes arising from or in connection with the application or interpretation of these Website Terms and Conditions and our contractual relationship shall be subject to the jurisdiction of the courts at the place of our registered offices. We shall also have the option of bringing action against you at your place of residence and/or registered office.

8.3

We make no promise that the content of the Websites is appropriate or available for use in locations outside Switzerland, and accessing the Websites from territories where its contents are illegal or unlawful is prohibited. If you choose to access the Websites from elsewhere, you do so on your own initiative and are responsible for compliance with local laws.

8.4

You may not transfer any of your rights under these Terms to any other person. We may transfer our rights under these Terms to another business where we reasonably believe your rights will not be affected.

8.5

If you breach these Terms and we choose to ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms.

8.6

We will not be responsible for any breach of these Terms caused by circumstances beyond our reasonable control.

8.7

The Websites are owned and operated by CALLYANDI GmbH, Zürich.

If you have any queries please contact us on info@callyandi.com.

Privacy Policy

This is the Privacy Policy (the «Policy») of the Swiss company Callyandi GmbH («Callyandi, we, us, our»). Callyandi is highly committed to permanently safeguard your privacy. For that purpose, this Policy states how personal information collected about you when using the websites www.home-attendant.ch, www.home-nanny.ch and www.home-help.ch (the Websites), calling us or meeting us in person will be treated. Please read this Policy in conjunction with our Website Terms & Conditions.

§ 1: INFORMATION COLLECTED

1.1

By using the Websites you agree that we may gather, store and use the following kinds of personal data:

- Information that you provide through the application-form on our website, by email, telephone or fax on behalf of registering with Callyandi or placing an order. This includes, among others, personal information, such as your name, address, contact and payment details.
- Information about how and when you visit and use the websites.
- Information about how and when use our Services.
- The number of your insurance policy, or any other means of identification, if you are client of one of our partner companies.

§ 2: INFORMATION ABOUT WEBSITE VISITS IN PARTICULAR

We may gather information about your computer and your use of the websites like your IP address, location, browser type, referral source, duration and frequency of page views. This information can be used in the administration of our company, to enhance the website's performance, and for marketing purposes. We use cookies on the websites. A cookie is a text file a web server sends to a web browser which stores it. Once stored, the text file is sent back to the server each time the browser requests a page from the server. Thus, the web server becomes capable of identifying and tracking the web browser. We may send a cookie which may be stored on your browser on your computer's hard drive. We may use the information we obtain from the cookie in the administration of this website, to enhance the websites' performance and for marketing purposes. We may also use that information to recognise your computer when you visit our websites, and to personalise the website for you. Most browsers allow you to refuse to accept cookies. (For example, in Internet Explorer you can refuse all cookies by clicking „Tools“, „Internet Options“, „Privacy“, and selecting „Block all cookies“ using the sliding selector.) As this may have a negative impact on the usability of many websites, including this one, we recommend you only to do that for special data security reasons.

§ 3: INFORMATION ABOUT USE OF THE SERVICES

Every call you make to Callyandi may be recorded, every email may be stored. These records may as a whole and made anonymous be evaluated to improve our Services, for scientific analysis or for marketing and other commercial purposes. We will not provide a thus created profile of your user behavior to any third party without your express consent.

§ 4: USE OF PERSONAL DATA COLLECTED

We will use the personal data you submit for the purposes specified in this Policy or elsewhere on the websites. Your personal information may be used as defined in other clauses of this Policy or to:

- improve and / or personalise the websites or parts of it;
 - send you non commercial information of which we assume that it may be of interest to you by post, fax, text message, or email;
 - send you product news, special offers or similar marketing information of which we assume that it may be of interest to you by post or, where you have specifically agreed to this, by email or text message.
- If you no longer want to receive marketing information you can inform us any time by emailing us at info@callyandi.com.

Unless you expressly agree that we do so, your personal information will not be provided to any third parties for the purpose of direct marketing.

§ 5: OTHER DISCLOSURES

In addition to the disclosures reasonably necessary for the purposes declared in other clauses of this Policy, information about you may be disclosed:

- as far as we are required to do so by law;

- in connection with any legal proceedings or prospective legal proceedings; and
- in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).
- Except as provided in this Policy, we will not provide your information to third parties.

§ 6: DATA SECURITY

In order to hinder and avoid the loss, misuse or mutation of your personal data, we act and organise ourselves as effective and careful as reasonably possible.

Nevertheless, electronic data transmission bears some risks beyond our control. Therefore we do not guarantee the security of data sent via the internet or other means of electronic transmission.

§ 7: Changes

We reserve the right to amend or alter this policy on occasions at our sole discretion. When we do so, the new version will replace this policy by appearing here and it will be effective immediately after being uploaded. You find the date of the last revision to this Policy at the end of this Policy. Please check this page each time you visit the Websites to be permanently aware of and happy with any changes that we have made to this Policy.

§ 8: YOUR RIGHTS

At your request, we provide you any personal information we hold about you. If you don't want the data gathered about you to be used for marketing purposes, you may instruct us to refrain from doing so. Marketing information by email or text message you will in any case only receive when you previously agreed to that.

§ 9: LINKS AND OTHER WEBSITES

The Websites contains links to other websites. We are not responsible for the privacy policies of third party websites.

§ 10: CONTACT

For any questions about this Policy or our treatment of your personal data, please write us an email to info@callyandi.com . If you require further information regarding data protection issues in Switzerland, please visit the website of the Federal Data Protection and Information Officer.