

Terms and conditions

These General Terms of Sale and Use are established by Alpax S.A., a corporation under Swiss law listed in the Geneva trade register under no. CHE-111.995.446. Alpax S.A. is licensee of the trademark Zen@Work.

Preamble:

These Terms and Conditions take effect on 1 April 2016. They supersede all previous versions.

Alpax S.A. reserves the right to amend these Terms and Conditions at any time, without notice, with the understanding that such amendments will not be applicable to reservations already confirmed by Zen@Work.

All clients state they have the legal capacity to enter into contract and use the site in accordance with its Terms and Conditions.

Reservations:

Once employee payment has been received and validated by Alpax S.A., all reservations made on our Client Access page will be confirmed by email directly to the partner company employee's work address.

When the partner company is paying the full cost of services for its employees, the latter may make reservations without payment validation, with the understanding that the partner company agrees to pay for all services used by its employees within 30 days of invoicing.

Payment:

Unless otherwise indicated, all our prices are in Swiss francs (CHF), VAT not included.

Cash payments are not accepted. Services not fully covered by the employer must be paid for in advance by credit card on our secured website (Visa, Eurocard/MasterCard).

The full amount of the service will be charged upon reservation, which will be confirmed via email only if the transaction is authorized by your bank. By making the reservation, the client states that he accepts the order he is placing and all Terms and Conditions.

Cancellation:

Confirmed appointments may be rescheduled on our Client Access page up to 12 hours before the scheduled time at no additional cost. However, the new appointment must be used within three months of the cancelled one. Otherwise, Alpax S.A. will not refund or replace the service. One reminder will be sent four weeks prior to expiration.

If we are not given 12 hours' advance notice, the invoiced service may not be rescheduled or refunded.

Insurance:

Every service provider hired by Alpax S.A. is insured for professional civil liability against all damages resulting from performance of personal care and wellness services. In particular, this insurance covers equipment belonging to the client, and bodily injury and material damages for a maximum sum of CHF 5,000,000 per event. The partner company and its employee or, in general, any client of Alpax S.A., may seek redress only from the service provider. No claims may be made against Alpax S.A.

Protection of Equipment:

The partner company is responsible for equipment set up on company premises belonging to Alpax S.A. The partner company agrees to replace it with new equipment in case of theft or wear.

Inappropriate Behavior:

The services provided by the personal care and wellness providers are in no way of a sexual nature. Any improper or inappropriate behavior on the part of a partner company employee will be reported to the partner company and/or the proper authorities.

Health Questionnaire:

Pregnant women and people under medical supervision must inform the service provider of their condition. Confidentiality of personal information is guaranteed.

Access to Personal Data:

Access to personal information regarding your client account is guaranteed at all times. This data may be modified or deleted in our Client Access area at any time.

Personally identifiable information obtained as a result of registration on the www.zenatwork.ch site will never be given or sold to third party individuals or entities.

Rights Ownership:

The Internet site www.zenatwork.ch is published by its owners. The design, production, and hosting of the site are provided by ID-Grafix Lisa Brunner, Starc-Solutions SàRL, and Infomaniak Network SA.

All elements of this website (in particular, the registered trademarks, domain names, text, graphics, etc.) are the property of the site's publishers, except for the images, reproductions, sounds, logos, graphics, or animations provided to Alpax S.A. that belong to third parties.

Consequently, the www.zenatwork.ch website is protected by national and international intellectual property right law.

Liability:

Any reproduction and/or representation and/or retransmission of all or part of the elements on the Zen@Work website, whether or not on electronic medium, present or future, is prohibited without the express prior authorization of Alpax S.A. or third-party owners of the elements in question.

Violation of this prohibition may be considered an act of counterfeit involving civil and/or criminal liability for all violators.

The information databases contained on the Zen@Work site are protected by applicable law on data compilations. Consequently, any extraction or attempted extraction, in whole or in part, may entail civil and/or criminal liability for all violators.

Disputes:

Swiss law is the sole governing law.

The applicable court of jurisdiction is Geneva.

Geneva, 1 April 2016