GENERAL TERMS & CONDITIONS

Briochette GmbH | Effective 15 October 2026

1. Provider and scope

These General Terms and Conditions ("Terms") govern purchases of products and services offered by Briochette GmbH, Klosterweg 14, 8044 Zürich, Switzerland ("Briochette", "we", "us"), including offerings marketed under the Healthcare Business Advisor brand or other brands operated by Briochette. Contact: bianca@bianca-roman.com. These Terms apply unless specific written terms for an offering provide otherwise. The description, price, duration and delivery arrangements shown for the relevant offering at the time of purchase form part of the agreement.

2. Customers and professional purchases

Our offerings may be purchased by legal entities and by natural persons, including self-employed professionals and sole proprietors, acting for professional or business purposes. A natural person does not need to operate through an incorporated company to purchase. Where an offering is expressly made available to consumers, applicable mandatory consumer protections remain unaffected. Purchasers confirm that they are legally capable of contracting and, where applicable, authorised to act for the business identified in the order.

3. Ordering and contract formation

Descriptions and prices on our websites and checkout pages are invitations to place an order unless expressly stated otherwise. By completing the checkout, the customer submits an order for the selected offering and agrees to these Terms. A contract is formed when we accept the order, including by written confirmation or commencement of delivery. Automated receipt of an order alone does not necessarily constitute acceptance. We may decline an order and refund amounts received if we cannot accept it.

4. Prices, taxes and payment

The applicable price, currency, payment methods and any installment schedule are those displayed at checkout or expressly agreed in writing. All prices are stated in Swiss francs (CHF) unless otherwise indicated. Swiss VAT will be charged where required by applicable Swiss law; the applicable tax treatment and any VAT charged will be indicated at checkout or on the invoice. For services supplied to customers established outside Switzerland, VAT treatment depends on the relevant place-of-supply rules and applicable tax legislation. Where a reverse-charge or comparable recipient-accounting mechanism applies, the customer is responsible for declaring and accounting for the relevant VAT in their jurisdiction. Business customers may be asked to provide a valid VAT identification number or other evidence of business status. The absence of a VAT identification number does not by itself determine whether tax is chargeable. Invoices will reflect the tax treatment required by law. Payments are processed by the payment providers offered at checkout, which may include Ablefy. Where installment payments are selected, the agreed installments fall due on their stated dates; installment payments are not automatically a subscription. Late payments may result in reasonable reminders and suspension of undelivered services after notice, subject to applicable law. Statutory default interest and recoverable costs may apply.

5. Delivery and performance

The scope and delivery method depend on the purchased offering and may include strategic advisory, consultations, workshops, reports, templates, digital materials or other services. Delivery dates, access periods, communication channels, meetings and any deliverables are as specified in the offering description or agreed during onboarding. We provide services with reasonable professional care and diligence. Unless expressly agreed, we do not provide implementation, operational management or ongoing unlimited access. Any additional work requires separate agreement.

6. Customer cooperation

Customers will provide timely, accurate information and necessary access, participate reasonably in the agreed process and remain responsible for their own decisions and implementation. For healthcare-related work, clinical decisions, patient safety, regulatory compliance and professional duties remain the responsibility of the relevant licensed professionals and organisations. Customers must not send identifiable patient records or sensitive health information unless appropriate safeguards and a separate lawful arrangement have been agreed in advance.

7. Changes, rescheduling and availability

Requests to change scope, reschedule appointments or extend an engagement are subject to mutual agreement and reasonable availability. Specific rescheduling or cancellation conditions displayed for an offering take precedence. If we need to make a material change to an agreed service, we will inform the customer and seek an appropriate solution. We may use suitable subcontractors while remaining responsible for our contractual obligations.

8. Termination, cancellation and refunds

Rights to cancel, withdraw from or terminate an order depend on the type of offering, any offering-specific terms and applicable mandatory law. Switzerland does not generally provide a universal statutory cooling-off period for online purchases; mandatory rights under other applicable laws are reserved. For advisory engagements that legally qualify as mandates, applicable termination rights, including Article 404 of the Swiss Code of Obligations where relevant, remain unaffected. Following lawful termination, amounts due or refundable will be assessed based on applicable law, services performed, work completed and properly incurred expenses. Nothing in these Terms creates an unconditional right to retain fees for services not rendered.

9. Intellectual property and permitted use

We retain rights in our pre-existing frameworks, methodologies, branding, templates and materials. Once the relevant fees are paid, the customer receives a non-exclusive, non-transferable right to use materials delivered under the purchased offering for their own internal or personal purposes consistent with that offering. Unless expressly permitted, materials may not be resold, published, sublicensed or distributed commercially. Customers retain ownership of materials and information they provide to us.

10. Confidentiality and data protection

Each party will protect the other party’s non-public business information and disclose it only as needed to perform the agreement, to advisers under appropriate duties of confidentiality or as required by law. These obligations continue after the engagement ends. We process personal data in accordance with applicable data protection law and our separate privacy notice. Checkout and payment providers may process data under their own applicable notices.

11. Outcomes, warranties and liability

We do not promise any particular business, financial, patient-volume or other commercial result unless an express written guarantee states otherwise. Digital products and other deliverables will be provided as described, subject to applicable statutory rights. To the extent permitted by law, we are not liable for losses resulting from customers’ independent business decisions, non-implementation or third-party actions. Liability for ordinary negligence may be limited to the fees paid or payable for the relevant offering to the extent legally permissible. Nothing excludes liability for unlawful intent, gross negligence or any other liability that cannot legally be excluded.

12. Events beyond reasonable control

Neither party is responsible for delay caused by events beyond its reasonable control, provided it gives prompt notice and takes reasonable steps to mitigate the impact. The parties will seek a reasonable revised schedule or other lawful solution if performance is materially affected.

13. Governing law and disputes

These Terms are governed by Swiss substantive law, excluding conflict-of-law rules to the extent permitted. Subject to mandatory jurisdiction rules, the competent courts of Zürich, Switzerland, have jurisdiction over disputes arising from these Terms. Mandatory rights and jurisdictions applicable to eligible consumers are reserved.

14. Final provisions

Any individual written agreement or offering-specific terms prevail over these general Terms in case of conflict. Amendments to an existing order require mutual agreement unless permitted by applicable law. If a provision is unenforceable, the remainder remains in effect to the extent legally possible. The version of these Terms accepted at the time of purchase applies to that order unless the parties agree otherwise.