

Terms and Conditions

1. Introduction

Welcome to InstantCEO, a service provided by HumanCEO, a brand of Lighthouse Advisors AG, Bahnhofstrasse 11, 9100 Herisau, Switzerland (hereinafter referred to as "the Company", "we", "our", or "us"). By accessing and using this website and the services provided herein, you ("the Client") agree to be bound by these Terms and Conditions.

2. Confidentiality and Non-Disclosure Agreement (NDA)

2.1 Confidential Information

The Company acknowledges that during the course of our engagement, you may share confidential information, including but not limited to business strategies, financial data, client lists, and proprietary methodologies (hereinafter referred to as "Confidential Information"). The Company agrees to treat all such information as strictly confidential.

2.2 Obligations of Confidentiality

The Company agrees not to disclose, distribute, or otherwise make available any Confidential Information to any third party without the prior written consent of the Client, except where required by law. The Company will take all commercially reasonable measures to protect the confidentiality of the information and will use it solely for the purpose of providing the agreed consulting services.

2.3 Exclusions from Confidentiality

Confidential Information does not include information that:

- Was publicly known and made generally available in the public domain prior to the time of disclosure by the Client;
- Becomes publicly known and made generally available after disclosure by the Client to the Company through no wrongful action or inaction of the Company;
- Is already in the possession of the Company at the time of disclosure, as evidenced by the Company's files and records immediately prior to the time of disclosure; or
- Is independently developed by the Company without use of or reference to the Client's Confidential Information.

2.4 Duration of Confidentiality

The obligations of confidentiality shall remain in effect for a period of five (5) years following the termination of our engagement, except where Confidential Information pertains to personal data, which will be held in confidence indefinitely.

2.5 Return or Destruction of Confidential Information

Upon termination of the consulting services or upon the Client's request, the Company will promptly return all documents and other tangible materials representing Confidential Information and will destroy any electronic versions of such information. The Client may also request a written certification of the destruction.

2.6 Permitted Disclosures

The Company may disclose Confidential Information to its employees, agents, or contractors on a need-to-know basis, provided that such individuals are bound by confidentiality obligations no less restrictive than those contained herein.

3. Fees and Payment

3.1 Consultation Fees

The standard rate for a one-hour consultation is 500 EUR. This fee is non-refundable, except in cases where the consultation is cancelled by the Company as specified below.

3.2 Preparation and Documentation Review

Time spent on reviewing, analyzing, or preparing documentation provided by the Client ahead of the consultation will be billed at the same rate of 500 EUR per hour. This fee is separate from the consultation fee and will be invoiced accordingly.

3.3 Payment Terms

All fees must be paid in advance before the commencement of any services. Accepted payment methods include bank transfer and credit card. Failure to make payment will result in the cancellation of the scheduled consultation. Late payments will incur an interest charge of 1.5% per month on the outstanding balance, and the Company reserves the right to suspend services until payment is received.

4. Cancellations and Rescheduling

4.1 Cancellation by the Client

Cancellations must be made at least 48 hours before the scheduled consultation time. No refunds will be issued for cancellations made within 48 hours of the consultation. However, the Company may, at its sole discretion, offer a partial refund depending on the circumstances of the cancellation.

4.2 Rescheduling

Clients may reschedule a consultation at least 48 hours before the scheduled time without incurring any additional fees. Rescheduling requests made within 48 hours of the consultation will incur a rescheduling fee of 250 EUR.

4.3 Cancellation by the Company

In the event that the Company needs to cancel or reschedule a consultation, the Client will be offered an alternative time or a full refund of the consultation fee. The Company will not be liable for any additional costs incurred by the Client as a result of the cancellation or rescheduling.

5. Limitation of Liability

5.1 Advice and Recommendations

The Company provides advice and recommendations based on the information provided by the Client. While we strive to offer the best possible guidance, the ultimate decision-making power rests with the Client. The Company will not be held liable for any actions taken by the Client based on the advice or recommendations given during consultations, except in cases of gross negligence or willful misconduct.

5.2 Exclusion of Warranties

To the fullest extent permitted by law, the Company excludes all warranties, express or implied, in relation to the services provided. We do not warrant that the advice provided will achieve the Client's desired outcome or that it will be free from errors or omissions.

5.3 Limitation of Damages

In no event shall the Company be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the services provided, even if the possibility of such damages has been advised. The total liability of the Company, whether in contract, tort, or otherwise, shall not exceed the amount paid by the Client for the specific consultation that gave rise to the claim.

5.4 Force Majeure

The Company shall not be liable for any failure to perform its obligations hereunder due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor strikes, natural disasters, or any other events that make it impossible or impracticable to perform the services.

6. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of Switzerland. Any disputes arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Switzerland.

7. Amendments

The Company reserves the right to amend these Terms and Conditions at any time. Any changes will be posted on this website and will take effect immediately upon posting. The Client will be notified of significant changes. If the Client does not agree with the changes, they may terminate the agreement within 30 days of the changes being posted, subject to the completion of any ongoing consultations.

8. Intellectual Property

All intellectual property rights in any materials provided by the Company during consultations, including but not limited to reports, recommendations, and methodologies, remain the property of the Company. The Client is granted a limited, non-exclusive license to use such materials for internal purposes only. The Client shall not reproduce, distribute, or otherwise use the materials for any other purpose without the prior written consent of the Company.

9. Contact Information

For any questions or concerns regarding these Terms and Conditions, please contact us at:

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