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- [T. +41 \(44\) 987 65 43](#)
- [E. hello@bluebridgelimited.com](#)
- 50 Spyrou Kyprianou Avenue  
Irida Tower 3, Floor 5  
6057 Larnaca  
Cyprus

## **A. GENERAL TERMS AND CONDITIONS**

### **1. SCOPE OF APPLICATION**

The general terms and conditions set out herein apply to all contractual arrangements between KM BlueBridge Limited ("BlueBridge") and its clients. These terms apply in the absence of other express, written agreements and to the extent that they do not conflict with mandatory applicable law.

### **2. SCOPE AND PERFORMANCE OF THE AGREEMENT**

The subject matter of the agreement is the provision of agreed services and not of a particular economic result.

### **3. DUTY OF DILIGENCE**

BlueBridge executes the agreement professionally and with due care and based on its own experience.

Any complaints by the client are to be made in writing within one month after possible discovery of any defect but in any case no later than one year after delivery of the services, respectively after termination of the agreement.

In case of breach of duty of care or fault in the execution of an agreement, BlueBridge is allowed at all times to redeliver the service in a proper way.

### **4. DELEGATION**

BlueBridge has the right to delegate the execution of the agreement or parts thereof to (external) third parties (service providers). In such cases BlueBridge is only liable for due care in selecting and/or instructing the third parties.

## **5. DUTY OF CONFIDENTIALITY AND DATA PROTECTION**

Subject to subsequent para. 6, BlueBridge is to maintain professional secrecy regarding all confidential information about the client and his business relationships provided the adequate and proper execution of the agreement does not require disclosure. The client can release BlueBridge from this obligation.

The Data Protection Policy of BlueBridge and the Online Data Protection Policy of BlueBridge apply to the processing of personal data as well as the distribution of personal data to third parties.

## **6. INTELLECTUAL PROPERTY RIGHTS**

BlueBridge is entitled to make further use of any know-how, ideas, methods and techniques developed during the execution of the agreement. Any copyrights related to the work results handed over to the client remain the property of BlueBridge.

The client may not use professional statements made by BlueBridge for advertising purposes. This also applies to any reference to the contractual relationship with BlueBridge.

## **7. FEES**

BlueBridge computes its fee for services rendered as set out on the website [www.bluebridge.com](http://www.bluebridge.com) or on a time spent basis (as the case may be). The applicable hourly rates are adjusted at the beginning of every business year. For the setup and administration of structures a fixed fee may be agreed. Out of pocket expenses and any value added tax or withholding tax are charged separately.

BlueBridge may require appropriate down payments.

BlueBridge issues invoices periodically. Payment is due within 30 days. Delay of payment will result in an interest charge of 5% plus costs for notification and administration and BlueBridge reserves the right to withhold services work results and documents.

## **8. LIABILITY**

The following liability rules are applicable between BlueBridge and its clients:

(a) BlueBridge is liable for contractual or non-contractual damages in connection with a contractual relationship with the client, only in cases of gross negligence.

(b) BlueBridge excludes any liability for indirect damages (such as loss of profits, consequential damages or claims by third parties).

(c) BlueBridge excludes any liability for the activities of third parties involved in the execution of the agreement (see para. 4); the liability is limited to cases of gross negligence regarding their election, instruction and supervision.

(d) Any liability is also excluded where BlueBridge acts upon client instructions.

Claims must be filed in writing by the client with BlueBridge not later than one year after emergence of the claim.

The above mentioned limitations of liability also apply towards all employees of BlueBridge and any third party involved by BlueBridge (see para. 4).

## **9. TERMINATION OF THE AGREEMENT**

In the absence of any contrary written agreement, either party may terminate the agreement in writing and at any time without notice period. The fees and expenses incurred in the course of the agreement remain owed.

Untimely termination of the agreement shall lead to liability of the terminating party for any damages caused. Damages also include any claims of (external) third parties (see para. 4) against BlueBridge in connection with the terminated agreement.

If the termination of the agreement with BlueBridge results in the transfer of any mandate of the client to a new service provider, the customer shall bear the costs of this transfer.

If the client is an individual, the agreement does not automatically cease in case of death or incapacity to act. If the client goes into bankruptcy or similar procedures, the agreement only expires after notice has been given by the competent authorities.

## **10. RETENTION AND RELEASE OF DOCUMENTS AND FILES**

BlueBridge is required to retain all documents handed over by the client in proper form and to ensure they are not disclosed to unauthorized third parties.

BlueBridge retains documents handed over by the client in connection with the execution of the agreement and substantial documents established by BlueBridge as well as the respective correspondence for 10 years after termination of the agreement.

Upon request by the client, BlueBridge has to release all documents received from the client or from third parties for the client. This does not apply to

correspondence between the parties and to documents of which the client already possesses an original.

BlueBridge can, at the client's expense, produce and retain copies or photocopies of documents, which are to be returned to the client.

Subject to a respective prior agreement and remuneration, the client may also request for the remittance of electronic files established by BlueBridge in execution of the agreement.

## **11. FINAL PROVISIONS**

Changes and amendments to agreements made by the client are only valid if they have been agreed upon by the parties in writing.

The overall validity of an agreement shall not be affected by any individual provision becoming invalid or unenforceable. An invalid or unenforceable provision shall be replaced by a provision covering the original intentions as closely as possible.

BlueBridge reserves the right to change these General Terms and Conditions at any time. Any changes shall be communicated to the client in writing or any other appropriate manner and, without objection, become applicable within one month.

Correspondence is sent to addresses as provided by the client. Any changes of address shall be communicated to BlueBridge as soon as possible.

By disclosing an e-mail address for communication purposes, the client agrees to communicate with BlueBridge by e-mail and accepts all inherent risks connected thereto such as illegal intrusion or damages caused by viruses. The client agrees to install appropriate protection against illegal intrusion and viruses and to inform BlueBridge of any occurrence of risks such as the illegal intrusion of email-accounts or of any other electronic media or devices.

All agreements between BlueBridge and its clients are governed by Cyprus law.

Any dispute arising between BlueBridge and the client shall be resolved amicably and the parties commit themselves to provide the other party adequate opportunity to submit a written statement before invoking a court proceeding. The place of jurisdiction for all disputes arising from the business relationship between BlueBridge and its clients is the competent court at the seat of BlueBridge. For claims against clients, BlueBridge reserves the right to elect the courts of the client's registered office or residence or any other competent court.

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