



# KLARA

Macht dein Büro einfach.

# Supplementary Terms and Conditions for the product range HairOne (S, M ,L) by KLARA

## 1. Scope

**1.1.** These Supplementary Terms and Conditions for the product range "HairOne" by KLARA ("HairOne") govern the relationship between customers ("customer") and KLARA Business AG ("KLARA") for the product range HairOne.

**1.2.** These product range HairOne are valid as a supplement to and an integral component of KLARA's General Terms and Conditions.

**1.3.** By activating the KLARA Widget, the customer accepts these Terms, and by booking offers from third parties also accepts the conditions that the respective third party has for those offers.

## 2. Formation of contract

**2.1.** By activating the KLARA and/or partner Widget including the confirmation of the respective terms, the customer is bound to the contract.

**2.2.** Basically, the contract is subject to KLARA's approval. Should KLARA wish to reject an order, it shall strive to inform the customer within 10 working days of the request.

## 3. Contract duration and termination

**3.1.** The contract begins when the customer submits the order in accordance with section 2.1, unless the contract is refused in accordance with section 2.2.

**3.2.** The contract is concluded for the usage period selected in the Widget Store.

**3.3.** If the usage period is monthly, the contract can be terminated with effect at the end of each month except in the first usage month. In the first usage month, usage is calculated pro rata.

**3.4.** An annual contract can be terminated with effect at the end of the contract year subject to a 30-day period of notice. If the termination is delayed, the contract will be automatically extended by a further year.

**3.5.** Terminations must be communicated electronically via the KLARA Widget Store or in writing.

## 4. KLARA's services

**4.1.** The customer is granted free usage of the cloud-based KLARA Online News Basic or Online News Plus (depending on the subscription) for the duration of the contract.

**4.2.** The usage rights pursuant to this contract are not transferable or sublicensable.

**4.3.** Detailed information about services, products and prices can be viewed on the KLARA website or the KLARA Widget Store.

**4.4.** Some services are rendered in cooperation with third parties (for example, in cooperation with Google and Facebook). Services rendered by third parties are governed by their own provisions.

## 5. Customer rights and obligations

**5.1.** The product range HairOne require an Internet connection. The customer is responsible for maintaining the integrity of the Internet connection. The product range HairOne are not functional without an Internet connection.

**5.2.** Customers are urgently advised to install the necessary software updates in their hardware.

**5.3.** The customer is responsible for the correctness of the collection of his data. Content must be recorded truthfully.

## 6. Prices and terms of payment

**6.1.** Prices can be viewed on the KLARA website and in the KLARA Widget Store.

**6.2.** KLARA shall verify company information and personal information.

**6.3.** All prices are indicated in Swiss francs and do not include VAT. KLARA's invoices are payable within 10 days of the invoice date.

**6.4.** Customer receivables cannot be offset against KLARA's receivables.

**6.5.** All delivered goods remain the property of KLARA until full payment is received.

**6.6.** If third parties are entrusted with payment handling, their terms and conditions shall apply.

## 7. Special case KLARA POS

**7.1.** The POS system requires an Internet connection. The customer is responsible for maintaining the integrity of the Internet connection. The POS system is functional without an Internet connection but cannot exchange data with the KLARA application.

**7.2.** Customers are obliged to install the necessary software updates in their hardware.

**7.3.** The customer is entitled to return the KLARA POS system hardware within 30 days after contract finalization. The goods must be returned by post. The customer also bears the shipping risk for returns.

**7.4.** After 30 days from the start of the contract, the POS terminal can no longer be returned and full payment for the hardware becomes due.

**7.5.** If the KLARA terminal is returned incompletely or in damaged condition, the customer shall be invoiced for the individual devices. If everything is returned completely within the first 30 days since contract finalization, the respective hardware invoice shall be annulled.

**7.6.** Payment for the KLARA POS hardware can be agreed as a one-off payment or as a down payment over 12 months. KLARA reserves the right to only deliver the goods in the case of a one-off payment against prepayment. In this case, the goods will only be delivered upon receipt of the full invoice amount. In the case of payment in installments, a monthly invoice is issued and the hardware becomes the property of the customer when the last payment installment is made.

**7.7.** KLARA extends a two-year warranty to the customer for hardware package devices that were purchased. In the event of defects, the customer has the exclusive right to repair or replacement at KLARA's discretion. KLARA endeavors to provide the customer with a replacement device immediately but cannot guarantee seamless availability.

Version 1.0, September 2020



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# Supplementary Terms and Conditions for KLARA Services

## 1. Scope

**1.1.** These Supplementary Terms and Conditions for KLARA Services ('Service Terms') govern the relationship between customers ('customer') and KLARA Business AG ('KLARA') for services related to KLARA's software solution ('platform').

**1.2.** These Service Terms are valid as a supplement to and an integral component of KLARA's General Terms and Conditions.

**1.3.** By activating the KLARA Widget, the customer accepts these Service Terms, and by booking offers from third parties also accepts the conditions that the respective third party has for those offers.

## 2. Formation of contract

**2.1.** By activating the KLARA and/or partner Widget including the confirmation of the respective terms, the customer is bound to the contract.

**2.2.** Basically, the contract is subject to KLARA's approval. Should KLARA wish to reject an order, it shall strive to inform the customer within 10 working days of the request.

**2.3.** If KLARA accepts the request, the customer commissions KLARA to provide the requested services ('scope of performance') pursuant to Art. 394 et seq. CO (simple agency contract).

## 3. Contract duration and termination

**3.1.** The contract begins when the customer submits the order in accordance with section 2.1, unless the contract is refused in accordance with section 2.2.

**3.2.** For services that are provided monthly (e.g. KLARA Coach Abo), the fixed contractual term shall be six months. Subsequently, the contract shall be automatically extended by one month. After the fixed duration, the contract can be terminated with effect at the end of any month subject to one month's notice, initially at the end of the fixed contract duration.

**3.3.** For non-repetitive services rendered (e.g. onboarding, data import, etc.), the contract ends when it is fulfilled. If contracts are terminated while the service is being provided, such terminations will be considered untimely and the customer will not be entitled to a reduction or a waiver of the agreed contract sum.

**3.4.** If contracts are terminated prior to the expiry of the fixed term, such terminations will be considered untimely and the customer will not be entitled to a reduction or a waiver of the agreed contract sum.

**3.5.** Terminations must be communicated electronically via the KLARA Widgetstore or in writing.

## 4. Klara's services

**4.1.** The customer will be assigned a personal point of contact at KLARA ('KLARA Coach Abo') for the duration of services ordered.

**4.2.** KLARA shall provide the services according to the agreed scope of performance.

**4.3.** Detailed information about services, products and prices can be viewed on the KLARA website or the KLARA Widgetstore.

**4.4.** KLARA may hire competent third parties to execute orders.

**4.5.** Services rendered by third parties are governed by their own provisions.

**4.6.** KLARA agrees to maintain secrecy regarding all facts of which it gains knowledge in connection with the execution of the order unless the customer releases KLARA from this duty, or the facts are general knowledge or publicly accessible. The confidentiality obligation continues to apply even after termination of the contractual relationship. The confidentiality obligation also applies to any third parties involved.

## 5. Customer rights and obligations

**5.1.** KLARA services require an Internet connection. The customer is responsible for maintaining the integrity of the Internet connection. KLARA services are not functional without an Internet connection.

**5.2.** Customers are urgently requested to install the necessary software updates in their hardware.

**5.3.** The KLARA Coach must have user access to the platform in order to render the services. The KLARA Coach may authorize other internal users to perform the work.

**5.4.** The customer shall promptly provide KLARA with all information and documents required for the proper execution of the order, and without an explicit request to do so. Should the customer fail to fulfill its duties to cooperate or its responsibilities on time or to an acceptable standard, this may lead to delays, errors and additional work when KLARA provides services (e.g. if work needs to be repeated). KLARA is entitled to invoice the customer at the applicable rates for the additional work and the additional costs incurred as a result of a lack of cooperation or inadequate cooperation by the customer or due to inaccurate information or instructions provided by the customer. KLARA is released from any liability and warranty in connection with the customer's failure to fulfill its duties to cooperate or its responsibilities with regard to scheduling and/or quality.

**5.5.** KLARA may assume that the information and documents as well as the related requirements and instructions it has received are accurate and

complete. In particular, KLARA may assume that all receipts provided represent justified business expenses for accounting purposes and that all facts relevant to the income statement and balance sheet are mentioned or contained in documents provided electronically. Verifying the accuracy, completeness and correctness of the information and documents provided, especially with regard to accounting and the balance sheet, does not fall within KLARA's scope of performance.

**5.6** If the customer does any of its own accounting, KLARA may assume that this work is accurate, complete and verifiable, and that the work has been performed in compliance with statutory requirements, especially regulations relating to Swiss VAT, and that the books meet Swiss accounting standards. KLARA is released from any liability and warranty in connection with accounting work performed by the customer.

**5.7.** The customer agrees to inform KLARA of all processes and circumstances that may be of significance to properly executing the order. KLARA reserves the right to request additional information and documents.

**5.8** The customer shall send KLARA all documents and information required to execute the order electronically, through the platform. KLARA is not obliged to store copies of customer documents, although it does have the express right to do so.

**5.9** The customer is responsible for ensuring its own compliance with statutory retention periods for business correspondence and business documents.

## 6. Prices and terms of payment

**6.1** Prices and modes of payment are shown on KLARA's website and the KLARA Widgetstore..

**6.2.** KLARA shall verify company information and personal information.

**6.3.** KLARA reserves the right to only provide services in return for advance payment.

**6.4.** All prices are indicated in Swiss francs and do not include VAT. KLARA's invoices are payable within 10 days of the invoice date.

**6.5.** Customer receivables cannot be offset against KLARA's receivables.

**6.6.** If KLARA engages the services of third parties on the customer's behalf, the customer agrees to settle the fees and expenses of these third parties directly and to release KLARA from any obligations it has entered into.

**6.7.** If third parties are engaged to process payments, their terms and conditions apply.

**6.8.** If a contract is entered into retroactively for a fiscal year that has already begun (see section 3.2), the amount for the current month will be due in full.

## 7. Liability and remedy of defects

**7.1.** KLARA cannot guarantee specific occurrences, economic or otherwise. Regardless of specific work results handed over, KLARA does not provide statements in the form of expectations, forecasts or recommendations in terms of a guarantee regarding the occurrence of specific circumstances.

**7.2.** Any operational changes that have a significant impact on the scope of performance, such as the founding of subsidiaries, the acquisition of holdings, integration in corporate structures, mergers, spin-offs, contributions in kind, transfers of assets, bankruptcies, shortened or extended fiscal years, interim financial statements during the fiscal year, domestic and foreign branches, foreign VAT obligations, adoption of different non-CO accounting standards, as well as another extraordinary fiscal or statutory impact on accounting, etc. (not an exhaustive list), entitle KLARA to unilaterally limit the scope of the order, completely refuse it, or transfer it to a third party in consultation with and at the request of the customer.

**7.3.** Advising the customer on matters of business administration, law, taxes, tax planning and optimization and answering questions related to social insurance and general insurance issues is expressly not part of this scope of performance.

**7.4.** KLARA is liable for failing to properly execute orders if it does so with intent or through gross negligence. In addition, all liability claims and claims to compensation, especially claims for compensation of indirect and consequential losses, such as lost profit and third-party claims, are excluded to the extent permitted by law.

**7.5.** The customer must report defects to KLARA within 30 days, otherwise the work is considered to be accepted. The customer is entitled to have defects, if any, remedied. A reasonable deadline must be granted for KLARA to provide such a remedy.

**7.6.** If usage varies significantly from customary use or if there are indications that the service is also being used for other enterprises, KLARA reserves the right to suspend or restrict service provision at any time, or to terminate the order or resort to another appropriate measure.

## 8. Deadlines and agreed dates

**8.1.** If an agreed date falls on a Saturday, Sunday or public holiday, it will be moved to the next working day.

**8.2.** KLARA shall endeavor to meet agreed deadlines for the delivery of work results but it cannot guarantee this in every case.

**8.3.** If KLARA is unable to provide its services because it is waiting on cooperation and/or information from the customer as described in section 5.4, the deadline will be extended by the amount of time that KLARA was waiting plus a reasonable start-up time thereafter. KLARA is indemnified from any liability and warranty for consequences arising from such delays.

## 9. Final provision

**9.1.** Should a provision be or become invalid, or if a provision is incomplete, this will not affect the remaining content of these Service Terms. The invalid provision shall be replaced by a legally valid provision that most closely reflects the economic intent and purpose of the invalid provision. The same applies to any gaps in the contract.

Version 2.0, April 2020

