



KLARA

A Post member company.

General Terms and Conditions for KLARA

1. General

1.1 The following General Terms and Conditions (GTC) of KLARA Business Ltd apply to KLARA's offers and services.

1.2 By accepting these GTC, the user agrees, in particular, to the processing of data collected about him/her in the manner and for the purposes described herein.

1.3 These GTC shall apply to all KLARA offers and services. Separate, supplementary terms and conditions may apply to the use of individual modules. In the event of any discrepancies, the applicable supplementary terms and conditions shall take precedence.

2. Scope of deliverables

2.1 KLARA provides private customers and companies with the facility to handle administrative and business-relevant processes electronically, in a largely automated way, in the areas of communications, payment transactions, personnel administration, financial accounting and online marketing. The deliverables and functionalities are described in detail on the KLARA websites.

2.2 The services of Klara are subject to a fee. Additional services and modules ("widget offers") can be subscribed to separately. Any corresponding supplementary terms and conditions for the respective widget offers apply in addition to these general terms and conditions.

2.3 The User is granted the non-exclusive right to use the selected cloud-based services and widget offers for the duration of the respective contract.

2.4 The rights of use are not transferable or sub-licensable.

2.5 KLARA is entitled to engage third parties for the provision of its services and customer support.

2.6 Third-party widgets may be offered. The use of third party services is subject to their terms and conditions.

2.7 All rights to the software, the brand and the procedures of the offers and services remain with KLARA. The user receives a right of use according to these general terms and conditions.

3. Registration

3.1 The user must create an account to use KLARA. The registration process enables the users to authenticate themselves. For certain applications, KLARA may require additional identification steps.

3.2 When registering and performing other actions associated with using the service, the user shall be obliged to provide complete and accurate information, to keep all information up to date (particularly e-mail and physical delivery addresses), and to correct amendments and errors immediately. The user confirms at the time of application that he/she has the legal capacity to act or is an authorized representative and acts with the consent of any relevant legal representative.

3.3 KLARA reserves the right to reject any applications for registration without giving reasons for doing so.

4. Support

Support is available to users

5. Conclusion of contract

5.1 The user is bound to the contract with the activation of the respective widget.

5.2 The contract is in principle subject to approval by KLARA. The customer must be notified of any rejection within 10 working days of the order.

6. Contract period and termination

6.1 The term of the contract shall commence with the customer's order in accordance with Clause 5.1, provided that there is no rejection in accordance with Clause 5.2.

6.2 The contract is concluded for the period of use selected in the Widget Store. If it is not terminated, it shall be renewed for the same period of use.

6.3 In the case of a monthly period of use, notice of termination may be given at the end of each month.

6.4 An annual contract may be terminated at the end of the contract year by giving 30 days' notice. If the notice of termination is received late, the contract shall be automatically extended for a further year.

6.5 Notices of termination must be given electronically in the KLARA Widgetstore or in writing.

7. Prices and payment modalities

7.1 The prices of the services and widget offers are shown on the KLARA website and in the Widget Store.

7.2 The costs are due at the beginning of the period of use.

7.3 When accessing the KLARA services, data traffic costs may be incurred depending on the terminal device used and the contractual relationship with the internet provider. This also applies to access from abroad.

7.4 KLARA is entitled to adjust the prices by notifying the User as of the next possible termination date. Reason for such a change in performance are in particular technical progress, further development of the services or increased costs.

7.5 KLARA shall carry out a check of the company- related and personal data.

7.6 All prices are in CHF and exclusive of VAT, unless VAT is explicitly stated to be included. Invoices from KLARA payable within 10 days of the invoice date.

7.7 If the user is in arrears with his payment, interest on arrears of 5% per year is due. Reminders for non-payment will be charged to the User at CHF 20 per reminder, in addition to further collection costs. KLARA reserves right to assign unpaid invoice amounts to a company commissioned with collection after unsuccessful reminder.

7.8 In the event of non-compliance with the payment deadlines, KLARA may, after a single reminder and without a prior notice, restrict or discontinue the services, temporarily block access to applications, or terminate the contracts with the user without notice and without compensation. KLARA is entitled to make the surrender of the stored data or the unblocking of access dependent in particular on the payment of outstanding debts in arrears.

7.9 The offsetting of claims of the User against claims of KLARA is excluded.

7.10 When purchasing goods, delivered goods remain the property of KLARA until full payment has been made. If payment by instalments has been agreed for a service and the user defaults on an instalment, the agreement to pay by instalments lapses and the remaining amount is due in full immediately.

7.11 If third-party providers are commissioned with payments processing, their terms and conditions

8. Purchase of goods

8.1 The user has the right to return the goods within the first 30 days from the start of the contract. The goods must be returned by post. The shipping risk and the costs for the return shipment shall be borne by the customer.

8.2 If goods are returned incomplete, damaged or not in their original packaging, the user will be charged for the corresponding equipment.

8.3 KLARA guarantees the customer that purchased devices will be free of defects for two years. In the event of defects, the customer is exclusively entitled to repair or replacement at KLARA's discretion. KLARA will endeavour to provide the customer with a replacement device without delay, but cannot guarantee complete availability.

9. Data protection

When handling personal data, KLARA complies with data protection legislation. In particular, KLARA commits to the following principles.

9.1 Accumulated data and data processing purpose:

KLARA collects, stores and processes data needed for rendering its services, for managing and nurturing customer relationships, as well as specifically for ensuring a high level of service quality, for the reliability of operations and infrastructure, and for invoicing purposes (user data).

KLARA can view data supplied by users (supplied data) only if this is necessary for rendering services and if the user explicitly approves this use (e.g. support).

9.2 Use and forwarding of data

User data is used in the rendering of individual services and for communicating with the user. To the extent that subcontractors are enlisted, KLARA shall ensure that they use the data exclusively for rendering the respective services.

If this necessarily involves the transfer of data to third parties (e.g. for reporting wage and salary data to old-age and survivors' insurance (OASI) agencies or other insurers), users are notified by the system before the function is activated.

If an application is provided jointly with a third party or the user accesses third-party services via KLARA and the user wishes to make use of these services, KLARA may forward the necessary data to such third parties (e.g. physical postal deliveries).

Data analyses are performed for enhancing and further developing the applications on a needs basis.

User data may be used for marketing purposes if approved by the user. If the user approves this, the data used for marketing purposes and the marketing purposes themselves will be reported in detail. For example, the user may receive customized offers, including from third parties. No user data shall be forwarded to third parties in this context. If users are interested in offers submitted to them, they can initiate a data delivery to the respective third party themselves. At the request of government authorities (e.g. in criminal proceedings), the data required shall be disclosed provided this is legally mandated and KLARA is obliged to comply.

Beyond this scope, no data shall be forwarded to third parties.

9.3 Data storage:

All application-related data is managed and stored in secure facilities in Switzerland. User data reserved explicitly for communication with users may also be stored abroad.

9.4 Data security:

Adequate organizational measures are taken to protect the data against unauthorized access. Data is transmitted in encrypted form.

When data supplied by the user is uploaded, KLARA checks the files for malicious programming code (e.g. viruses, malware, etc.) and reserves the right to prevent the upload of files affected by malware.

9.5 Data deletion:

When the account is terminated, the data will be completely deleted within a period of three months. The user may also request the complete deletion of all data at any time. If the contract is terminated, KLARA will enable the user to export his/her complete data.

9.6 Recording of user behaviour:

Tracking systems (e.g. Adobe Analytics) are used to record anonymized user behaviour. This process does not allow any tracing of specific or identifiable users.

10. Obligations of users and sanctions

10.1 Users are obliged to only integrate content for which they own the respective rights into the application. The delivery of content that violates laws, particularly intellectual property rights of third parties or antitrust legislation, is prohibited. Furthermore, supplied content must be of neither a racist, pornographic or otherwise offensive nature.

10.2 If there are any indications of conduct in breach of the contract or law, KLARA may urge the user to use the service in compliance with the law and the contract, change, restrict or otherwise modify its provision of services without prior notice or compensation, temporarily block access to the application, terminate the contract without notice or compensation, and, as the case may be, submit claims for damages and exemption from third-party claims. KLARA is also entitled to remove illicit content immediately and without prior notice, whether or not on request by third parties.

10.3 In the event of abuse of applications, particularly if an illegal act is suspected, the data may be evaluated for clarification purposes and, upon justified request, forwarded to the responsible authorities or to the third party affected by the abuse.

10.4 If users notice or suspect that their account is being abused, they must change their access data immediately and notify KLARA without delay.

10.5 The services and widget offers require an internet connection. The customer is responsible for the operation of the internet connection.

10.6 The user is obliged to install the necessary software updates on the devices

10.7 If the user has indications that his access data have come to the knowledge of unauthorised persons, he must change his passwords immediately.

11. Warranty and liability

11.1 KLARA strives to ensure high availability of its services. However, it cannot make any guarantee of the fault- and interruption-free functioning of its infrastructure and services. KLARA does not accept liability to the extent that is permissible by law for losses arising from force majeure or disruptions occurring particularly due to lack of Internet connectivity, unlawful interventions in telecommunication devices and networks, overloading of the network, wilful blockage of electronic channels by third parties or interruptions.

11.2 Services rendered by third parties are not covered by guarantees or assurances with regard to availability, quality, operation or support.

11.3 Users are fully responsible for access to their accounts. They are obliged to treat their access data as confidential and to disclose this data to authorized persons only. KLARA fully waives any and all responsibility in this respect.

11.4 KLARA is liable for damages caused by gross negligence and by intent. Liability for slight or moderate negligence is excluded to the extent permissible by law. In particular, KLARA's liability for indirect damage and consequential damage such as loss of profit, unrealized savings, additional expenses, loss of data, damage due to downloads or third-party claims is excluded in general.

11.5 KLARA does not accept any liability for damage or loss caused by auxiliaries and third parties it engages (e.g. subcontractors, suppliers, etc.) which result from slight or moderate negligence.

11.6 Claims in respect of product liability and personal injury remain reserved.

11.7 To the extent permitted by law, KLARA does not accept liability for damage or loss resulting from the improper use of services (in breach of contract or law). The user is responsible for contractual or legal violations by the user and consequential claims by third parties.

If charges are brought against KLARA due to usage that is illegal or in breach of contract, the user concerned shall indemnify KLARA against any third-party claims.

12. Modification and discontinuation of applications

12.1 Adjustments to the scope of deliverables and the functionalities of services or their complete discontinuation are possible at any time. The user shall be informed in advance of any major modifications. The user will have the option to export his/her complete data.

12.2 If modifications entail significant deteriorations for the user, he/she will have the right to terminate the use of the respective application or the complete application with a notice period of one month effective from the end of any month.

12.3 KLARA may amend these GTC and any supplementary terms and conditions at any time. Amendments will be communicated in good time and by suitable means. Users who do not agree to the amendments may terminate their account at any time, or cancel Widgets for which they pay a charge at the next possible cancellation date.

13. Severability clause

Should individual provisions of these GTC or supplementary terms and conditions be invalid, incomplete or unlawful, or should performance be impossible, this shall not adversely affect the effectiveness of the other parts of the contract. In this case, the parties shall undertake to immediately replace the provision in question with an admissible effective provision which comes closest to the original intention in terms of content.

14. Place of jurisdiction and applicable law

Subject to overriding legislation in the user's country of residence, all issues and disputes relating to these services shall be governed exclusively by Swiss law, excluding the provisions of Swiss Federal Act on International Private Law (IPLA) and the uniform UN Convention on Contracts for the International Sale of Goods (CISG). The sole place of jurisdiction is the registered office of KLARA, subject to any mandatory places of jurisdiction.