

Supplementary Terms and Conditions for the KLARA Online Presence Basic and Plus

1. Scope

- 1.1. These Supplementary Terms and Conditions for the KLARA Online Presence Basic and Plus ('Online Presence Terms') govern the relationship between customers ('customer') and KLARA Business AG ('KLARA') for the Online Presence.
- **1.2.** These Online Presence 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 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 usage and remuneration of the Widget offer.
- **2.2.** Basicallly, the usage 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 Widgetstore.
- **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.
- $\textbf{3.5.} \ \text{Terminations must be communicated electronically via the KLARA} \\ \ \text{Widgetstore or in writing.}$

4. KLARA's services

- **4.1.** The customer is granted free usage of the cloud-based KLARA Online Presence for the duration of the contract.
- **4.2.** The usage rights persuant 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 Widgetstore.
- **4.4.** Some services are rendered in cooperation with third parties (in the case of KLARA Online Presence with Google and Facebook). Services rendered by third parties are governed by their own provisions.

5. Customer rights and obligations

- **5.1.** The KLARA Online Presence requires an Internet connection. The customer is responsible for maintaining the integrity of the Internet connection. The KLARA Online Presence is not functional without an Internet connection.
- **5.2.** Customers are 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, such as the location, must be recorded truthfully.

6. Prices and terms of payment

- **6.1.** Prices can be viewed on the KLARA website and in the KLARA Widgetstore.
- **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.

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