

# Supplementary Terms and Conditions for the KLARA Online Shop and KLARA pay

# 1. Scope

- **1.1.** These Supplementary Terms and Conditions for the KLARA Online Shop («Online Shop Terms») govern the relationship between customers ('customer') and KLARA Business AG («KLARA») for the Online Shop including the KLARA online payment solution KLARA pay.
- **1.2.** These Online Shop 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 Online Shop 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.** Basicallly, 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 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 extended by a further year.

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

#### 4. Klara's services

- **4.1.** The customer is granted free usage of the cloud-based KLARA Online Shop as well as optionally the service KLARA pay 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. Services rendered by third parties are governed by their own provisions.

## 5. Customer rights and obligations

- **5.1.** The KLARA Online Shop requires an Internet connection. The customer is responsible for maintaining the integrity of the Internet connection. The KLARA Online Shop is not functional without an Internet connection.
- **5.2.** Customers are urgently advised to install the necessary software updates in their hardware.

# 6. Prices and terms of payment

- $\ensuremath{\textbf{6.1.}}$  Prices can be viewed on the KLARA website and in the KLARA Widgetstore.
- $\textbf{6.2.} \ \textbf{KLARA shall verify company information and personal information}.$
- **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.** If third parties are entrusted with payment handling, their terms and conditions shall apply.

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