

General Terms and Conditions for KLARA

1. General

The following General Terms and Conditions (GTC) of KLARA Business AG apply to the KLARA web application.

By accepting these GTC, the user approves, in particular, the collection of specific user-related data in the manner and for the purposes described herein.

These GTC apply to all functionalities of the KLARA web application. Separate and complementary GTC may apply to the use of individual modules.

2. Scope of deliverables

KLARA provides small businesses and individuals with largely automated web-based personnel administration, financial accounting, and customer management capabilities. The deliverables and functionalities are described in detail on the KLARA website.

KLARA Business AG is entitled to enlist third-party assistance in providing its services.

KLARA Business AG retains all rights related to “KLARA” software, brands, and processes. The user is entitled to usufruct as governed by these GTC.

3. Registration

The user must create an account to use KLARA. The registration process enables users to authenticate themselves to affiliated third parties in conjunction with an application. For certain applications, KLARA may require additional identification steps.

4. System requirements

To use KLARA, the user needs access to the Internet as well as a web-compatible computer or smartphone with a current-generation browser (Internet Explorer, Chrome, Firefox, Safari, etc.).

5. Support

During office hours, users can access online support as well as e-mail support outside business hours.

6. Costs

Generally, the use of KLARA does not entail any costs to the user. Payments may be required for the use of certain extended applications.

Depending on the device and on the contractual relationship with the Internet Service Provider, data traffic costs may be incurred when accessing the KLARA application. This also applies to access from foreign countries.

7. Privacy

When handling person-related data, KLARA Business AG respects data privacy legislation. In particular, KLARA Business AG is bound by the following principles:

Accumulated data and data processing purpose:

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

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

Use and forwarding of data:

User data is used to handle the rendering of individual services and for communicating with the user. To the extent that agents are enlisted, KLARA Business AG shall assure that they use the data exclusively for rendering the respective services.

If a transfer of data to third parties is necessary (for instance for reporting wage and salary data to social security agencies or insurers), users are notified by the system before the function is activated.

If an application is delivered jointly with a third party or if the user accesses third-party services via KLARA and if the user approves the service, KLARA Business AG may forward the necessary data to such third parties (for instance for postal delivery of payroll statements).

Data analyses are performed for the functional enhancement and further development of the applications.

User data may be used for marketing purposes if approved by the user. If the user approves, the data used for marketing purposes and the marketing purposes themselves will be itemized. For example, the user may receive customized offers, also from third parties. In this context, no user data is forwarded to third parties. If the users are interested in offers submitted to them, they can initiate a data delivery to the respective third party. On request by government authorities (for example in criminal proceedings), the required data shall be disclosed, provided this is legally mandated and KLARA Business AG is obligated to comply.

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

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.

Data security:

With adequate organizational measures, the data is protected against unauthorized access. Data transmission is encrypted.

Data deletion:

When the account is terminated, the data will be totally deleted within a period of three months. Additionally, the user may require the complete deletion of all data at any time. After the contract is terminated, KLARA will enable customers to export their complete data files.

Recording of user behavior:

Tracking systems (such as Adobe Analytics) are used to record anonymized user behavior. This process does not allow any tracing of specific or specifiable users.

8. Obligations of users and sanctions

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

In the event of indications that suggest unlawful or contractually illicit behavior, KLARA Business AG may urge the user to comply with legal and contractual provisions, change, restrict, or discontinue the scope of its deliverables without prior notice and without compensation, temporarily block access to the application, terminate the contract without notice and without compensation, and, as the case may be, sue for damages and indemnification from third-party claims. Furthermore, KLARA Business AG is entitled to remove illicit content immediately and without prior notice, whether or not on request by third parties.

In the event of an abuse of the application, particularly if an illegal act is suspected, the data may be evaluated for clarification purposes and, if justified by a requester, forwarded to the respective authorities or to the third party affected by the abuse.

If users notice or suspect the abuse of their account, they must immediately change their access data and notify KLARA Business AG without delay.

In the event of payment delays, KLARA Business AG may, after serving a single reminder, restrict or discontinue the service without further notice, temporarily block access to the application, or unilaterally terminate the contract with the user without prior notice and without compensation.

9. Warranty and liability

KLARA Business AG strives to assure high availability of its services. However, it cannot assume any liability for the interruption- and fault-free functionality of its infrastructure and its services.

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

Users are solely responsible for access to their accounts. Users are required to treat their access data confidentially and to disclose this data exclusively to authorized persons. KLARA Business AG fully waives any and all responsibility in this respect.

KLARA Business AG is liable for damages caused by gross negligence and by intent. No liability can be assumed for slight and moderate negligence. In particular, the liability of KLARA Business AG is generally waived with respect to indirect damage and consequential damage such as lost profits or third-party claims.

The user is responsible for contract violations by the user and consequential claims by third parties. If charges are brought against KLARA Business AG due usage that is illegal or in breach of contract, the respective user shall hold KLARA Business AG harmless against any third-party claims.

10. Modification and discontinuation of applications

Adjustments in the scope of deliverables and functionalities of the web application or its complete discontinuation are possible at any time. The customer shall be informed in advance of major modifications. The customer will have the possibility of exporting all of his data files.

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

KLARA Business AG may amend these GTC and complementary usage conditions at any time. Amendments will be communicated in advance with suitable means. Users who do not agree to the amendments may terminate their accounts at any time.

The current version of the GTC published on the KLARA platform constitutes the agreement that governs the relationship between the user and KLARA Business AG.

11. Legal venue, applicable law

Subject to overriding legislation in the user's country of residence, Swiss law shall be applied in the settlement of issues and disputes regarding this service. The sole legal venue is the domicile of KLARA Business AG, subject to mandatory legal venues at the respective domicile of the user.

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