

# Service Terms and Conditions for myStore

## 1. Object

1.1 These Service Terms and Conditions supplement the General Terms and Conditions of Business of ALSO Schweiz AG, over which, in the event of contradictions, they take precedence.

1.2 Before myStore can be used, a licence for the Product Data Basic service must be in place.

## 2. Description of service

2.1 ALSO provides the myStore software application as a web application via the internet.

2.2 myStore is web shop service that can be embedded by the Customer in its existing website. myStore contains the ALSO product range accessible by the Customer. myStore offers the Customer the option to individually tailor and manage the product range of its respective customers (end customers). The Customer can individually adjust and set the end customers' fees and prices.

2.3 Incoming orders are saved in the order management system as an interim copy for the Customer to validate. The order will be forwarded to ALSO for execution only after it has been expressly approved by the Customer.

2.4 When the Customer releases an order, all order data of relevance for order settlement, including e-mail, addresses, references and other personal data of the respective end customer, are transferred to ALSO. The Customer is responsible for obtaining the corresponding written consent of its customer or respective third parties pursuant to data protection regulations on the collection, processing and storage of data and on order data processing and to disclose this to ALSO on request.

## 3. Contractual term and termination

The contractual term begins upon receipt of the login activation by ALSO, but at the latest when myStore is used. It ends when access to the account is blocked or the account is deleted.

The contract is concluded for a period of at least 12 months. The contract can be terminated for the first time at the end of the minimum contract period with a notice

period of three months. After the end of the minimum contract period, the contract can be terminated at the end of any month with a notice period of three months.

## 4. Obligations of the Customer

The Customer shall make the technical interface on its website available for access.

## 5. Liability

The Customer is and shall remain responsible for its web shop to its end customers and third parties, and undertakes to comply with all statutory operating conditions, in particular those relating to electronic business transactions (obligation to provide legal information, data protection declaration, order confirmation, etc.). ALSO accepts no liability for claims of third parties against the Customer.

## 6. Prices

For the myStore e-Service, the currently valid price list at [www.also.ch/goto/mystore](http://www.also.ch/goto/mystore) shall apply. Support services provided by ALSO are not included in the price and, if requested by the Customer, must be separately agreed with ALSO and invoiced.

## 7. Invoicing

The invoice amount becomes due when the login is activated by ALSO. An invoice will be issued for the entire minimum contract period. ALSO generally provides the Customer with the invoice a few weeks after the login has been activated. This shall be without prejudice to its right to submit the invoice in advance.

Once the minimum contract period has been exceeded, the invoice amount becomes due for the whole of the following year. This shall also apply to any additional contractual years. If the contract is terminated before the year covered by the invoice has ended, the invoice amount will be reimbursed to the Customer on a pro rata basis.

Version: November 2018