

General Terms and Conditions of Business (GTCB) (Release 0.32) of 5 August 2020

between **www.get-entry.ch** "get-entry"
pA it-processing AG
Waldeggstrasse 37, 3097 Liebefeld

and **the catering or event businesses** "Business"

for use of the www.get-entry.ch web application

Contents

I General provisions

1. Object of the contract and scope of application
2. Conditions of use
3. Scope of use
4. Using the application
5. Data protection and protected rights
6. Special duties of the businesses
7. Involvement of third parties
8. Remuneration
9. Changes in performance, changes to the GTCBs
10. Warranty and rights in respect of defects
11. Scope of support and maintenance
12. Supplier's liability

II Final provisions

13. Contractual term and termination by the supplier
14. Written form
15. Applicable law and place of jurisdiction

I General provisions

1. Object of the contract and scope of application

- 1.1. These general terms and conditions of contract (hereinafter the "GTCB") apply to use of the "web application" referred to above by the users, with or without payment.

The web application (hereinafter the "application") has been developed by the following companies: it-processing AG, Waldeggstrasse 37, 3097 Liebefeld, baeriswyl tschanz & partner ag, Talgut-Zentrum 25, 3063 Ittigen and PageUp AG, Morgenstrasse 129, 3018 Bern.

- 1.2. These GTCBs govern procurement and use of the application by the guests or users (hereinafter referred to simply as the "users").
- 1.3. The purpose of the application is the accurate recording of guest data by the guests (users) themselves, so enabling the participating catering and event businesses (hereinafter the "businesses") to secure their guests' personal data accurately and in a timely manner.
- 1.4. The business will report the recorded data in the event of a positive test result (for

COVID-19 or any other virus) and, if necessary, forward such data to the appropriate health authority.

2. Conditions of use

- 2.1. The business registers with www.get-entry.ch and receives a login on the basis of the info mail address entered by the business with the corresponding password. The password can be reset by the operator at any time.
- 2.2. By using the application, the business signifies its agreement to the following conditions and legal information in connection with the application.

3. Scope of use

- 3.1. For the duration of the contractual term, the business is granted the non-exclusive and non-transferable right to make use of the application needed to provide the service.

The business is further entitled:

- a) to use the application with the agreed functional scope and to access the application simultaneously with other users **at the same business** who have the necessary access data;
 - b) to make unlimited use of data created by the application and/or entered in the application and edited by it.
- 3.2. Companies that operate more than one catering business must have a separate licence for which a charge is made for each individual business.
 - 3.3. To use the application, the business is granted an access entitlement consisting of a user ID and a password. It may also set up further access authorisations.

4. Using the application

- 4.1. The business must first be registered at www.get-entry.ch.
- 4.2. After registration, the business can automatically acquire the guest particulars using the QR code presented by the guest.
- 4.3. The personal data which are contained in the QR code will be saved centrally for 14 days after their creation by a business. To enable these data to be saved, the business must check these data against an official identity document. Once 14 days have expired after making the check, the data will be automatically and irretrievably deleted. The 14-day period begins to run again upon each visit to the business by the guest.
- 4.4. In the event of a positive infection (either by COVID-19 or by some other virus) by a guest who was present in the business, all data for that particular day will be reported and possibly forwarded to the appropriate health authority.

5. Data protection and protected rights

- 5.1. All users are entitled to see their own data. The application has been developed in conformity with the applicable Swiss data protection legislation.
- 5.2. Users are entitled to ask at any time for the personal data transferred with the

created QR Code to be deleted, in which case the data will only be saved for 14 days in the business and then automatically and irretrievably destroyed (see Section 4.3 above).

- 5.3. The operators have developed the application and are its authors. All reproduction, adaptation, dissemination, transmission and so forth of the application is prohibited.
- 5.4. The supplier guarantees that his offer and services do not infringe the protected rights of any third parties. The business itself is responsible for ensuring that all software, software tools and operating systems used directly by it comply with the licence requirements.

6. Special duties of the businesses

- 6.1. The business accepts sole responsibility for the content of the information edited with the application.
- 6.2. The business undertakes to comply with the following rules of conduct:
 - a) the application may only be used for purposes that are compliant with the applicable law and with these GTCBs and do not infringe public order and ethical standards.
 - b) The business undertakes to save the personal access identification password carefully and in such a way that access by third parties is prevented and it cannot be misused or lost.

7. Involvement of third parties

- 7.1. The suppliers may at any time call upon sub-contractors and sub-suppliers (third parties) to perform their contractual duties. They remain liable to the business for provision of the services.
- 7.2. Should the business require the suppliers to make use of a designated sub-contractor, said business shall bear the entire risk of non-performance or poor performance by the sub-contractor concerned.

8. Remuneration

- 8.1. The charge rates for use of the application displayed on the website or agreed individually shall apply.
- 8.2. Save where otherwise agreed, billing is effected in each case from the first working day after the end of the month concerned. The operators reserve the right to bill an instalment payment to your business in advance.
- 8.3. Bills are sent by email to the email address of the business. The business is responsible for ensuring that the email addresses named by it are in good working order. In particular, it must ensure that the bill is not automatically sent to a spam folder. If the user requires the bill to be sent by postal mail, the supplier may charge a handling fee of CHF 5 per bill.
- 8.4. Any objection to the bills must be sent by registered mail to reach the suppliers within not more than ten days of the billing date. If no objection is made within the stated time limit, the bill shall be deemed to have been accepted. An objection does not release the business from its obligation to make payment.

- 8.5. Bills fall due for payment within 30 days of the billing date without deduction of any kind.
- 8.6. If the payment term is allowed to expire without payment being made, the business shall automatically be deemed to be in arrears without the need for a warning to be given by the suppliers. Late payment shall bear interest at the annual rate of 8 per cent (8%) and use will be interrupted immediately.
- 8.7. Before the service is interrupted, a warning will be sent by registered mail and, in addition, a warning fee of CHF 25 will be billed.
- 8.8. Re-connection, including flat-rate compensation for arrears, will additionally be billed to the business at the rate of CHF 80.

9. Changes in performance, changes to the GTCBs

- 9.1. The suppliers reserve the right to adapt or suspend the prices, services and these GTCBs at any time. Such changes shall be notified to the user in a suitable manner, e.g. by newsletter, as an attachment to the bill or by publication on the website.
- 9.2. If there is an ongoing minimum contractual term, the user is entitled, should significant changes be made to the contract, to withdraw from the contract with no financial consequences from the time of entry into force of such change.
- 9.3. The changes referred to above shall be deemed to have been approved unless written opposition is made within 14 days of notification of the change.
- 9.4. In the event of any adjustment of the statutory charges that are payable (e.g. VAT), the suppliers are entitled to pass them on to the business without granting a right to terminate the contract.

10. Warranty and rights in respect of defects

- 10.1. The suppliers guarantee that, assuming proper contractual use, their products have the properties that are specifically assured. The business acknowledges the fact that performance of the service may be interrupted.
- 10.2. If a defect occurs, the suppliers shall correct the fault at the earliest opportunity, after it has been notified by the business.
The user has no further rights in respect of defects.
- 10.3. The warranty does not include the repair of faults that are attributable to external influences or operating errors.
- 10.4. Complaints shall be notified either in writing or by email with a reproduceable description of the fault symptoms.
- 10.5. The warranty lapses if the business is itself liable for the defect, in particular if it makes changes to any hardware or to the application itself or causes such changes to be made by third parties.
- 10.6. Claims of the business under warranty lapse if a complaint about a defect has not been made in a timely manner.

11. Scope of support and maintenance

- 11.1. The suppliers make the technical updates, corrections and improvements that may be required for the application at any time available to the user in a suitable manner.
- 11.2. The business acknowledges the fact that the suppliers cannot take account of any third-party programs when issuing updates and new releases.
- 11.3. On request and against a separate charge, the suppliers will remedy faults that are attributable to circumstances for which the business or third parties are responsible.

12. Supplier's liability

- 12.1. The suppliers are liable only for direct personal injury and material damage suffered by the business in connection with the contractually agreed scope of performance insofar as said suppliers can be shown to have been at fault. Any further liability, in particular for indirect or consequential damage, such as loss of profit, additional expenditure, failure to make savings, claims of third parties or data loss and also for assistants and damage caused by late performance, is expressly excluded to the extent permitted by law.
- 12.2. The suppliers are not liable for damage attributable to software faults or computer viruses of third party suppliers.
- 12.3. The suppliers are not liable for damage attributable to unprofessional treatment or unauthorised use of the object of the contract or for any breach of this contract by the user.
- 12.4. Liability is confined to the damage that has actually occurred, subject to a maximum of 20% of the total annual remuneration for the contract in any one calendar year. This limitation of liability does not apply in case of deliberate intent or gross negligence.

II Final provisions

13. Contractual term and termination by the supplier

- 13.1. The contract begins when registration by the business has been completed.
- 13.2. The first contractual term (initial contractual term) runs for one full month to the end of the month following the month in which the contract is concluded.
- 13.3. Further contractual terms run in each case for one month; both parties may give one month's advance notice to terminate the contract, in each case to the end of a contractual period. Notice of termination must reach a supplier in writing or by email on the last working day before the end of the month.
- 13.4. The suppliers may terminate their services or give notice to end the contract either in whole or in part with immediate effect if there are important reasons for doing so, in particular if:
 - a) a business is in arrears with payment of the remuneration;

- b) regulatory or statutory changes take effect and make the supplier's activity substantially more difficult to perform.
- 13.5. If the notice period is not respected by the business or if it has cited grounds for termination without notice within the meaning of Section 13.4 of the contract, the total ordinary remuneration remains payable as flat-rate compensation.
- 13.6. If any provision of this contract is invalid or impossible to implement, such invalidity or impossibility of implementation shall not affect the validity of other provisions of the contract. The provision that is either invalid or impossible to implement shall be replaced by a valid provision which meets the economic purpose of the relevant provision as effectively as possible.

14. Written form

- 14.1. Agreements between the parties are valid only if they are set down in writing. Use of emails is treated as the written form.

15. Applicable law and place of jurisdiction

- 15.1. The contract shall be governed by Swiss substantive law.
- 15.2. **The place of jurisdiction is Bern.** Binding places of jurisdiction are reserved.
- 15.3. These GTCBs can be consulted at any time at www.get-entry.ch and the business has accepted them when placing an order for the service.

Bern, July 2020