xatla AG Business Software
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General Terms and Conditions (GTC)

xatla AG, with its registered office in Bern (hereinafter **"xatla"**), is a Swiss provider of business management Software as a Service (SaaS) services (hereinafter the **"Services"**) via an internet platform at xatla.ch and/or xatla.net (hereinafter the **"Platform"**).

These **General Terms and Conditions (GTC)** govern, to the extent permitted by law and where applicable, and unless expressly agreed otherwise by the parties, the *general* rights and obligations regarding the use of the Services and access to the Platform (hereinafter **"Access"**). Customers of xatla (hereinafter the **"Customers"**) and users (hereinafter the **"Users"**) of the Platform must agree to these GTC before using the Services. Any deviating or supplementary contractual agreements between the parties must be expressly agreed.

1 Software as a Service (SaaS) Services

xatla grants its customers access to its platform via the internet for the purpose of using its services and enables the storage of all customer data associated with the use of the services up to the agreed allocated storage space (quota). Access is granted for a fee and is limited to the respective contract term.

xatla publishes the current scope of its *general* services, including customer service, training and support, as well as the corresponding costs or prices, on its website at xatla.ch (hereinafter the **"Website"**). All costs or prices are quoted net, i.e. in particular excluding statutory VAT.

xatla is entitled at any time to make adjustments to the scope of its services and the corresponding costs or prices. xatla shall inform its customers of such adjustments at its own discretion. Customers who no longer wish to use the services as a result of such adjustments must terminate the contract with xatla in accordance with Clause 6 of these General Terms and Conditions.

xatla endeavours to continuously improve and further develop its services and to rectify any errors as soon as possible. However, customers have no entitlement to such improvements and further developments or to the rectification of errors. xatla may, at its own discretion, inform its customers on its website and/or via the platform about ongoing and planned improvements and further developments, as well as about existing errors and their possible rectification.

xatla grants its customers, in return for payment, the non-exclusive and non-transferable right to use its services and its platform for their own use. This right is limited to the respective term of the contract.

Customers are not entitled to rent out their access to the platform, either directly or indirectly, to third parties, whether for a fee or free of charge, or to make it available to them in any other way. Use of the services is reserved exclusively for customers and their own users.

Customers undertake, on their own behalf and on behalf of their users, to use the services and the platform solely in accordance with the law and the terms of the contract.

All rights relating to the services and the platform, in particular intellectual property rights and licence rights, remain with xatla.

2 Set-up, including registration

Use of the services requires prior registration and commissioning by the customer. xatla may charge fees for commissioning and registration, as well as for associated additional services

such as the transfer of existing data and other *additional* services. xatla publishes the standard costs for *additional* services on its website.

There are hardware and software requirements for the use of the services and for access to the platform, which are published by xatla on the website. Customers are responsible for meeting these requirements themselves.

As part of the registration process, customers receive an initial personal user account consisting of an email address and password (hereinafter the **'user data'**). By default, the initial user account serves as the respective customer's administration account, from which further user accounts for their own users may be created at their own discretion. The respective customer is fully responsible for their users and their user accounts. A separate user account is required for every person accessing the platform.

User data must be treated as confidential. Customers and users are personally responsible for keeping their user data secure and are liable for any access to the platform made using their user data.

Registration using false or fictitious information, in whole or in part, is prohibited. xatla is entitled at any time to delete user accounts containing obviously false or fictitious information. xatla may refuse registration of both new customers and new users at any time without giving reasons, including retrospectively.

3 Data on the platform

xatla stores all customer data collected, generated and processed in connection with the services on its platform in Switzerland. xatla may commission third parties to operate its platform and carry out other data processing.

Customers and users retain sole and exclusive rights to their data at all times. Customers and users are solely responsible for their data on the platform and are also solely liable for all such data. Liability and responsibility include, in particular, the authorisation for and permissibility of data processing on the platform, as well as compliance with data protection laws and all other claims of individuals whose data is processed.

Customers are entitled at any time to request the return of their data from xatla, without xatla having any right of retention, unless xatla has outstanding claims. Data transfer takes place by default in electronic form and via the internet. Customers have no entitlement to receive tools, such as software in particular, from xatla for the direct further use of such data. xatla may charge reasonable additional costs for the handover of data. The customer loses their entitlement to the data upon termination of the contractual relationship.

All customer data on the platform is regularly backed up by xatla or commissioned third parties. However, xatla is not obliged to store such backed-up data in full and in multiple versions at at all times. Unless otherwise expressly agreed with xatla, the customer is responsible for backing up their own data.

4 Billing and payment

Customers are obliged to pay the agreed and/or published costs or prices for the use of all services and for access to the platform. All payments must be made in Swiss francs. Invoicing generally takes place on a quarterly basis (invoicing period). xatla may, at its own discretion, provide for more frequent or less frequent invoicing. xatla may, at its own discretion, require deposits or advance payments.

Invoices are due within a maximum of 30 days from the invoice date. xatla may issue invoices directly via the platform, and such invoices shall be deemed to have been served on the customer.

In the event of late payment, xatla shall grant a grace period of 10 days. Upon expiry of the grace period, xatla is entitled to temporarily suspend the user account or accounts and thereby access to all xatla data and services. In this case, the agreed fee remains payable in full even during the suspension. During this period, the customer has no right to access their data. Access will be reactivated once the outstanding invoices have been paid. In the event of late payment, xatla may charge interest on arrears at a rate of 5.0%.

5 Liability and Availability

xatla provides its services with due care and endeavours at all times to provide access to the platform that is as trouble-free and uninterrupted as possible. However, for technical reasons, xatla cannot guarantee that access to the platform will be possible at all times and in full.

xatla aims for an overall platform availability of 99.9 per cent on an annual average. xatla endeavours to inform its customers in good time of any planned maintenance work.

xatla accepts no warranty and/or guarantee for the error-free nature of its services or its platform.

xatla shall be liable to its customers exclusively for damage caused by gross negligence or wilful misconduct on its part or on the part of third parties acting on its behalf. In this context, xatla expressly accepts no liability for damage arising from lost savings, lost profits or losses suffered, nor for damage arising from third-party claims or consequential damage.

6 Contract term and termination

The contractual relationship commences upon registration and the subsequent placing of an order by the customer (electronically, verbally, online or in writing). The contract for the use of the services and for access to the platform is concluded for an indefinite period. Consequently, the respective contractual relationship (psychotherapy, physiotherapy, occupational therapy, podiatry, complementary medicine, etc.) is automatically extended for a further billing period, provided the contractual relationship has not been terminated in accordance with the following sections.

The parties are entitled to terminate the contractual relationship with one month’s notice, effective at the end of the current billing period of the relevant subscription (psychotherapy, physiotherapy, occupational therapy, podiatry, complementary medicine, etc.). Agreements to the contrary regarding notice periods remain reserved, in particular in the context of special promotions.

Termination may be effected by letter or online via the customer’s administration account. Once the customer’s notice of termination has been received, the user account or all user accounts will be deactivated at the end of the one-month notice period.

In the event of non-compliant use of the services or the platform, as well as in the event of breaches of these Terms and Conditions, other contractual agreements, any legitimate instructions from xatla, or any other terms of use for the platform, xatla is entitled at any time to suspend the contract in whole or in part without notice or to terminate it without notice. In such a case, xatla expressly reserves the right to claim damages.

7 Data Protection and Confidentiality

xatla is subject to Swiss data protection law, in particular the Federal Act on Data Protection (FADP). The processing of customer data that constitutes personal data is governed by xatla's data processing agreement.

xatla undertakes to treat all customer and user data as confidential to the extent permitted and required by law. This obligation of confidentiality shall remain in force even after the term of the contract with the respective customer has expired.

xatla is permitted to disclose customer data to authorised third parties provided that such disclosure is necessary for the provision of its services or to safeguard its own legitimate interests, and the relevant third parties are subject to a confidentiality obligation equivalent to these Terms and Conditions.

xatla is entitled to contact customers and users by email and via other means of communication. Furthermore, xatla is entitled to cite the company names or names of its customers, as well as the corresponding logos, as references for marketing and sales purposes. Customers expressly transfer the relevant rights, in particular the rights to the use of their company name or personal name and to the use of images without attribution, to xatla free of charge. Customers may object to such use of their company name or personal name.

8 Final Provisions

xatla is entitled to amend these Terms and Conditions at any time without giving reasons. Existing customers will be informed in advance by xatla of any amendments to these Terms and Conditions.

Forms of communication that allow for proof of content and transmission via text are deemed equivalent to the written form.

These Terms and Conditions are governed exclusively by Swiss law, in particular to the exclusion of the provisions of private international law and the UN Convention on Contracts for the International Sale of Goods.

The exclusive place of jurisdiction for all disputes arising in connection with these Terms and Conditions, the services and/or the platform is Bern, unless another exclusive place of jurisdiction arises from mandatory statutory provisions.