

KLARA RegioApp Terms of Use

1. Scope and validity

1.1 These Terms of Use govern the contractual relationship between users of the KLARA RegioApp application for mobile devices for selected Swiss regions (hereinafter “RegioApp”) and KLARA Business AG as the provider of the RegioApp.

1.2 The RegioApp also offers information from third parties. The respective third party’s terms of use apply in relation to such information.

1.3 By using the RegioApp, the user accepts these Terms of Use.

2. Services of KLARA Business

2.1 The RegioApp is offered by KLARA Business AG, based in Lucerne, Switzerland.

2.2 The RegioApp is made available to the user in the form of an application on a mobile device.

2.3 KLARA Business enables the user to use the RegioApp within the scope of these Terms of Use.

2.4 KLARA Business may change the scope of services and the functions of the RegioApp at any time.

2.5 KLARA Business may maintain and update the RegioApp during the contract term in response to technical requirements and at its own discretion.

3. RegioApp terms of use

3.1 The user is granted a personal, non-transferable, non-exclusive right to use the RegioApp and the information offered therein for their own purposes; this right is limited to the duration of this contract.

3.2 The user is responsible for ensuring that all content, data and information offered in the RegioApp is used only in accordance with the contractual provisions and the applicable legislation.

3.3 Software or its components that form part of the RegioApp may not be downloaded, copied, decompiled, disassembled or otherwise exploited beyond the extent necessary for using the app.

3.4 The user is not permitted to modify or change the RegioApp or its components in any way.

4. Data protection

4.1 The RegioApp collects data to identify the user (e.g. the telephone number of the mobile device) so that personal settings can be configured.

4.2 The RegioApp automatically collects technical data, such as the browser, operating system, specifications of the end device, IP address, usage behavior and usage times.

4.3 KLARA Business shall use the user’s data solely for the purpose of enabling the RegioApp to be used as needed.

4.4 KLARA Business will not share any data about the user with third parties unless it is legally obliged to do so or unless this is necessary for the provision of services by subcontractors.

5. Liability

5.1 To the extent permitted by law, KLARA Business, affiliated third parties and their information providers assume no liability whatsoever in connection with the use of (or inability to use) the RegioApp, including for consequential losses and lost profits.

5.2 In particular, KLARA Business and its information suppliers assume no liability for the accuracy, completeness or up-to-date nature of the information provided, in terms of either its content or its presentation. Liability for loss of data is also excluded.

5.3 The user shall be liable to KLARA Business if the RegioApp is used in an improper or illegal manner or contrary to these Terms of Use.

6. Discontinuation of use

6.1 The user is free to stop using the RegioApp at any time and remove it from their mobile device.

6.2 KLARA Business may stop providing the RegioApp at any time and withdraw it from the market.

6.3 KLARA Business is entitled to block the use of the RegioApp at any time and without notice if the user violates these Terms of Use or legal provisions or misuses the RegioApp.

7. Changes to the Terms of Use

7.1 KLARA Business may change these Terms of Use at any time. The user will be informed of the amended Terms of Use before they come into effect.

7.2 If the user does not agree with the amended Terms of Use, their right of use will expire at the time that the amended terms come into effect.

8. Severability clause

If individual provisions of these Terms of Use are found to be invalid, incomplete, void, ineffective or unlawful, this shall not affect the validity of the remainder of the contract.

In such case, the provision in question shall be replaced with a valid provision that most closely corresponds to the original provision in terms of its content and economic purpose.

9. Applicable law and place of jurisdiction

This contract is subject to Swiss law exclusively; the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Subject to mandatory legal regulations, the exclusive place of jurisdiction for all disputes arising in connection with this contract is the location of the registered office of KLARA Business AG.

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