

General Terms and Conditions (GTC)

of use for the online products miruSocial and mirusConnect of the GastroSocial Compensation Fund and Pension Fund

1 General Conditions of use for the online products miruSocial and mirusConnect of GastroSocial

1.1 GastroSocial's online products and services

The subject of these GTC is the online products and services offered by GastroSocial and the user manual for these products and services, which are available on the website of GastroSocial (gastrosocial.ch) and on the related help pages (mirusocial.ch/helpcenter). GastroSocial reserves the right to make changes to the online products and services on offer, the documentation and the available entry and help pages at any time.

1.2 Access to GastroSocial's online products

The customer and its authorised representatives (customers and authorised representatives hereinafter referred to as «authorised users») are given access via the internet.

Anybody who successfully identifies themselves when logging on is considered by GastroSocial to be an authorised user of GastroSocial's online products. Consequently, GastroSocial is permitted to share information with them within the context and scope of these services, irrespective of their internal legal relationship with the customer and without any additional authorisation checks. GastroSocial has the right at any time and without stating reasons to refuse to provide information about the accounts concerned or to provide calculations via the internet, and has the right to require the authorised user to identify themselves in another manner (by way of a signature).

The authorised user accepts without reservation all the transactions booked for their business establishments linked to GastroSocial's online products. This applies in particular to transactions that were executed without written instructions but carry the login details of the authorised user. All data, information and instructions received by GastroSocial in this way will be considered as issued or authorised by the authorised user.

Access is provided with one of the following methods of identification:

Login

Access is via a user ID and password.

Multiple authentication

A user ID and password that are verified by means of an authenticator code or an SMS code are required in order to access the system.

mirusConnect interface

The mirusConnect user is given access via the Mirus application. All mirusConnect users are subject to the due diligence duties described in this document.

1.3 Name forms and identity check

Legal entities can only be represented by a natural person. Access is granted for a natural person. The relevant name can be entered in the required field (company name) as written in the official document submitted (up-to-date Commercial Register extract).

All the attributes provided in the application must be checked and confirmed against an official document (entry in the Commercial Register). If the applicant is not entered for the company in the Commercial Register, a consent form signed by the management as registered with the Commercial Register or by the company owner must also be submitted (power of attorney).

1.4 Identifying password

Login

The initial identification password must be entered by the authorised user when they log in for the first time. This password may then be changed.

Multiple authentication

The identifying password will be sent to the authorised user by E-Mail.

Access for mirusConnect user

Access is activated in the Mirus customer solution. No password is required.

1.5 Acceptance of login details

The customer must change the initial password immediately. GastroSocial must be informed without delay if the login details contain any errors.

1.6 Withdrawal of login details

Login details must be withdrawn by E-Mail or letter to GastroSocial. There will be no suspension (temporary cancellation) of login details.

1.7 Rights and obligations after the end of the contract

The termination of the contractual relationship will not affect any actions undertaken before the termination. All rights and obligations remain intact and survive the termination of the relationship.

1.8 Due diligence duties of authorised users of GastroSocial's online products

- The authorised user is obliged to
 - a) protect their user data (user ID and passwords) and to implement all suitable and required precautionary measures to protect their user data from theft, unauthorised viewing, manipulation, danger, loss, damage, malfunction, release, change or unauthorised use.
 - b) exercise sole and complete control over the use of the user data.
 - c) inform GastroSocial without delay if any of the events listed under a) has occurred or if they simply suspect one of them to have occurred.
 - d) at all times use their user data in compliance with all applicable laws and guidelines.
 - e) cease using all user data immediately upon termination, revocation or expiry of the contract.
 - f) inform GastroSocial in writing or by way of a signed E-Mail within one month of any changes to the user data, in particular company name, E-Mail address and mobile phone number.
- If the authorised user seriously or permanently violates their obligations, GastroSocial can block access at the authorised user's cost.
- The customer bears all risks arising from the disclosure of its login details or those of the authorised user.
- The authorised user must check the data entered by them for completeness and accuracy. This also applies to entries and changes (e.g. changes to insurance and tax-at-source rates, etc.) imported and/or captured manually by GastroSocial. Deviations must be reported without delay, but at the latest by the 20th day of the following month (before definitive salary processing). Customers are personally responsible for checking all outputs and for notifying upcoming changes at any early date.
- The authorised user is obliged to minimise the security risks that arise from the use of the internet by implementing appropriate protection measures.

1.9 Exclusion of liability by GastroSocial

- GastroSocial does not accept any liability for the accuracy and completeness of the data transmitted to GastroSocial via GastroSocial's online products. In particular, details regarding the customer account are provisional and non-binding.
- GastroSocial does not enable technical access to its online services. This is solely the responsibility of the authorised user. GastroSocial therefore does not accept any liability for the provider/web server operator.
- Data is exchanged with GastroSocial's online products via the internet. GastroSocial disclaims any liability for damage caused by using the internet. In particular, GastroSocial cannot be held liable for any damage which the authorised user may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of the provider/web server operator.
- GastroSocial can guarantee neither unlimited access nor unrestricted use of the relevant online services. GastroSocial can also not guarantee the unrestricted operation of the internet. Provided it has exercised the

normal due diligence, GastroSocial is not liable for the consequences of malfunctions or interruptions in processing or the operation of GastroSocial's online products (e.g. such as may be caused by illegal intervention in the system of GastroSocial).

- GastroSocial does not accept any responsibility for the authorised user's terminal equipment, for technical access to GastroSocial's online products or for the required software. GastroSocial also disclaims liability for any malfunctions of software delivered by it, e.g. via data carrier, download, etc.
- If security risks are identified, GastroSocial reserves the right at all times to interrupt the services of GastroSocial's online products in order to protect the authorised user until the security risks have been eliminated. GastroSocial does not accept any liability for damage incurred as a result of such interruptions.
- To the extent permitted by the law, GastroSocial accepts no liability for damage which the authorised user suffers owing to non-performance of any obligations under the GTC or for indirect and consequential damage such as lost earnings or third-party claims.
- GastroSocial accepts no liability for damage caused by members of its support staff in the exercise of their normal duties.
- In the event of a dispute, the data transmitted by the authorised user, together with the support records, will serve as evidence. The customer acknowledges the evidentiary value of these records.

1.10 Processing and transmission of salary data

The authorised user notes that the processing of their salary data and updating of their accounts are not carried out instantly or around the clock, but are dependent on the regulations on working hours and public holidays at the registered office of GastroSocial in Aarau.

1.11 Blocking of access

- The authorised user can arrange for the blocking of their access to GastroSocial's online products. The block must be requested at the registered office of GastroSocial in Aarau and confirmed in writing without delay.
- The block can only be revoked with the written consent of the customer.
- GastroSocial is authorised to block access by the authorised user to any or all services at any time, without explanation and without prior notification, if it determines that there is good cause for such measures. This applies in particular in the case of late payment for the chargeable GastroSocial online products or failure to use the products.
- If access has been blocked, use of the products can be extended by mutual agreement for an agreed period. During this time, GastroSocial will invoice the customer for the full cost of use.

1.12 Powers of attorney of authorised users

- The authorised user is permitted to use GastroSocial's online products until their authorisation is revoked in writing to GastroSocial, Buchserstrasse 1, Postfach, 5001 Aarau. It is explicitly agreed that any authorisation granted will not lapse with the death or loss of the capacity to act of the company owner, but will remain in force until it is revoked, regardless of any Commercial Register entries or publications to the contrary.
- The cancellation of the authorised representative's signatory power vis-à-vis GastroSocial granted outside the scope of GastroSocial's online products does not automatically result in the cancellation of their authorisation to use GastroSocial's online products. Their access can only be blocked if their authorisation is explicitly revoked.

1.13 Data protection

GastroSocial warrants that data provided by the customer will only be used for the agreed objective and will only be shared with third parties or used for other purposes if there is a lawful basis for doing so or if the customer has given their consent.

- Data deletion:
After the conclusion of the contract, GastroSocial will store all the data provided by the customer until the fulfilment of the purpose and/or the order. The deletion and/or destruction is carried out according to the valid data protection provisions, unless there is a legal obligation to store the data.

- **Data transfer:**
If GastroSocial transfers personal data on behalf of the customer, appropriate security precautions will be taken to ensure the confidentiality and integrity of the data during the transfer.
- **Data protection laws and regulations:**
GastroSocial complies with the applicable data protection laws and regulations and takes appropriate technical and organisational measures to protect data.
- **Third parties:**
Third parties are used for the maintenance and delivery of the salary programs, specifically P&I Informatik AG for maintenance and Swisscom Data Center Solutions for application delivery. GastroSocial ensures that these third parties also adhere to adequate data protection standards.
- **Rights of the customer:**
The customer retains all the rights to the data they have provided. On request, the provider will grant the customer access to their data and assist the customer in exercising their data protection rights in accordance with the applicable laws.

1.14 Data security

As a responsible company, GastroSocial implements a range of technical and organisational measures (TOMs) to ensure the confidentiality, integrity and availability of all the data that we collect and process. In order to ensure that we protect the data of our customers, employees and business partners effectively, these measures correspond to current best practices and fulfil the legal requirements. All the technical and organisational measures that GastroSocial takes to ensure data protection and data security can be viewed at gastrosocial.ch/datenschutz. Together, these measures enable us to fulfil our obligation to safeguard the integrity, confidentiality and availability of all the data that we process.

1.15 Security GastroSocial's online products

When developing GastroSocial's online products, various security systems, some of which are multi-level systems, were developed to provide the best possible security. Nevertheless, and in spite of all precautions using the latest technology on the part of GastroSocial and the authorised user, absolute security cannot be guaranteed. The authorised user's computer and/or network are part of the system but lies outside the control of GastroSocial and can constitute a weak link within the system.

1.16 Internet security

The authorised user acknowledges the following risks in particular:

- Insufficient technical knowledge and lack of safety precautions can make it easier for unauthorised persons to access the system (e.g. insufficiently protected storage of data on the hard disk, file transfers, etc.). It is the authorised user's responsibility to ascertain exactly what the necessary security precautions are.
- There is a constant danger with the internet that computer viruses could contaminate the customer's computer. Virus scanners can help the authorised user when taking the necessary safety precautions against such an event. The use of anti-virus programs can reduce the risk and these programs are recommended to the authorised user.
- It is important that the authorised user only uses software from reliable sources.

1.17 E-Mail security

The authorised user understands that data transmitted via E-Mail is unprotected. If notices and instructions are sent to GastroSocial via E-Mail, GastroSocial also has the right to communicate with the authorised user by E-Mail. The E-Mail address provided in the application form is used.

1.18 Warranty of operational readiness

1.18.1 General

It is the objective of GastroSocial to provide the services of GastroSocial's online products free of malfunction and interruption for seven days a week and 24 hours a day. GastroSocial undertakes to implement all the measures that

are appropriate and that can reasonably be expected to ensure the safety of its own systems and to offer the services of GastroSocial's online products in accordance with the latest technological developments. GastroSocial undertakes to refrain from doing maintenance work, upgrades to the services of GastroSocial's online products, installations of new hardware and software, etc. during normal business hours or at the usual wage-processing times. GastroSocial will inform the authorised users of any periods of downtime that can be foreseen. As far as unforeseen downtime is concerned, GastroSocial will inform the authorised users as soon as possible, and undertakes to remedy the situation as quickly as possible within the scope of its possibilities.

1.18.2 Restriction

GastroSocial provides no guarantees that the GastroSocial online products maintained by it can be used without interruption or errors in all combinations required by the authorised user or with all the data, IT equipment and programs provided by the authorised user. It also does not guarantee that the repair of a program error will exclude any other errors.

1.19 Liability

- GastroSocial restricts its liability to damage caused by intentional contract breaches or gross and medium negligence by the company or its employees. If such damage occurs, the authorised user must inform GastroSocial of any faults and malfunctions without delay.
- GastroSocial does not accept any liability for faults and malfunctions for which it is not responsible, in particular not for security defects and downtime by third-party companies with which it cooperates or on whom it depends.
- GastroSocial is also not liable for force majeure, extreme environmental impact, improper operation and disregard of the risks, excessive use, unsuitable accessories, intervention by the authorised user or defects introduced by third parties (viruses, worms, etc.) that occur in spite of the implementation of all the required up-to-date security measures.
- GastroSocial simply provides the electronic tools as part of its online services. Customers are responsible for checking all outputs with regard to accuracy, correct rates and legal compliance. Deviations must be reported immediately (see 1.9.1). GastroSocial does not accept any liability for erroneous documents, wrong premiums and rates and legally incorrect vouchers.

2 General Terms and conditions of use for the GastroSocial online products miruSocial and mirusConnect

2.1 Scope of support and support services

Unless otherwise agreed, the services refer to the valid versions of GastroSocial's online products that are used by the authorised users.

Support mirusConnect:

The basis for the interface mirusConnect is the full version of the Mirus salary program. Support for mirusConnect customers is carried out exclusively via Mirus Software AG.

The following benefits are included in the salary program miruSocial support:

- Faults and malfunctions will be repaired.
- GastroSocial undertakes to provide the authorised user with rapid and uncomplicated assistance. This includes:
 - Information over the telephone during business hours
 - Processing of queries and problems notified by telephone, E-Mail or electronically using the contact options for the services of GastroSocial's online products
 - Remote support (provided that the technical specifications of GastroSocial are met and enable the services of GastroSocial's online products)
 - Periodic information on developments and improvements to GastroSocial's online products
 - Telephone support for system-related problems (once an appointment has been made with the GastroSocial@net support team)

The following benefits are not included in the salary program miruSocial support:

- Adjustments to the program necessitated by changes to the operating system or related software such as network systems, database systems, utilities or the authorised user's communication infrastructure
- Adjustments necessitated by hardware upgrades
- Support services that have to be provided to the authorised user on site
- Support and training in installation and introduction of new versions and functions
- Customer-specific changes and upgrades
- Identification of errors that are proved to have been caused by the authorised user
- Subject- or company-specific queries (also in the sense of advice, e.g. organisation, security, etc.) and the implementation of the solution
- Corrections that are needed because incomplete or incorrect insurance rates and contractual conditions were provided
- Corrections that are needed because changes to insurance rates and contractual conditions were not notified

2.2 Obligations of the authorised user

The authorised user has the following obligations:

- Providing access to their computer or network if required for the purpose of support
- Providing the required communication channels
- Complying with the agreed guidelines on the use of GastroSocial's online products
- Documenting exceptional circumstances and error messages
- Helping the support team of GastroSocial@net to find and repair errors
- Salary programs: Management of payroll accounting (the payroll period always falls in the current month)
- Interfaces: Transmission of required salary data by the 10th of the following month.

2.3 Support service availability

Unless agreed otherwise, GastroSocial provides the agreed support services within the following time frames:

Normal support hours

Every working day for GastroSocial from Monday to Friday between 08.00 and 11.45 and 13.30 and 16.30.

Special support availability

For malfunctions that seriously affect the authorised user's business operations, support will start within eight working hours from receipt of the notification during support hours.

3 Supplementary Terms and Conditions for the use of the chargeable salary program miruSocial

Section 3 applies to the following salary program miruSocial.

3.1 Training/liability if no training is accepted

- The master data training course must be carried out for the «basic» and «extra» versions of the salary program miruSocial.
- In the case of the salary program miruSocial «total», the training course for the function «Personnel deployment planning» must be completed in addition to the master data training course.

The authorised user is obliged to attend a training course offered by GastroSocial or one of its authorised representatives. In the event of failure to attend such a course, the repair of faults caused by wrong entries will not be covered by the integrated support service, but will be charged at the going hourly rate.

The following training quotas are included:

miruSocial basic:	5
miruSocial extra	5
miruSocial total incl. personnel planning:	8

Paid training units that have not been used or have been rejected are part of the installation package and expire upon being used for the first time.

3.2 Use

The fee for the use of the salary programs is based on the number of salary statements generated.

3.3 Management of salary program in current month

As an authorised user, you undertake to always manage your salary program in the current month. If this is not done for more than two months, the product contract will be terminated. Reactivation is subject to a fee.

3.4 Support

The user fee for the salary programs includes a certain number of support hours per year according to the price list for the relevant product. These support hours cannot be accumulated and support will be charged once the maximum number of hours has been reached. These charges are set out in section 4.8.

3.5 Billing procedure

The one-off installation costs for GastroSocial's salary programs are charged upon application. The user fees are invoiced retrospectively on a quarterly basis, based on the number of salary statements generated. Additional services are charged as needed.

3.6 Payment terms

Unless the customer objects within ten days from the invoice date, an invoice is deemed to have been accepted. Invoices issued by GastroSocial for GastroSocial's online products are payable net within 20 days.

3.7 Late payment

If the customer's payment is late, GastroSocial can demand payment of interest on arrears of 5 %. GastroSocial must inform the customer in advance if it intends to stop providing its services and support until payment is received. If payment is still not received, GastroSocial will deactivate access and terminate the contract for GastroSocial's online products. The reimbursement of any application fees already paid and any further liability are excluded. Reactivation is chargeable.

3.8 Prices for GastroSocial's online products

The prices for GastroSocial's online products are set out in the latest product information and data sheets which are available at gastrosocial.ch and mirusocial.ch. The prices for support services not included in the support package are set out in section 3.10. The authorised user will be informed in writing of any changes to the product prices.

3.9 Change of legal form and business establishment

Due to the legal provisions, the old legal form/business establishment must be closed as of the date that the company/business establishment is changed (13th monthly salary and credit paid out) and the new company/business establishment must be opened by the start date. It is essential that the periods over-posted against the old legal form/business establishment are re-posted under the new legal form/business establishment. Changes to the legal form and business establishment must be reported proactively in advance. The corresponding costs are charged on a time and effort basis. These costs will be higher if changes are reported late.

3.10 Service prices for the GastroSocial and miruSocial salary programs

The following rates apply for additional support services: Travel time is charged as working time:

	CHF (excl. VAT)
Support billed by time (i.e. any time over and above the contractually agreed support time) per hour	120.–
Salary program change of business establishment (personnel must be re-entered)	120.–
Salary program change of legal form (personnel must be re-entered)	120.–
Resetting of payroll period within a calendar year (1st time is free of charge)	50.–
Additional access or change of authorised user (salary programs)	50.–
Reactivation of blocked access to salary program following non-use or payment delay	150.–
Reactivation (after deactivation) following non-use or payment delay	200.–
Set up for following year (personnel must be re-entered), salary program GastroSocial & miruSocial	150.–
Product change miruSocial (1 st change free of charge), excl. additional training	150.–
Retroactive entry of rate changes for the current year announced (retroactively) after 10 January (excl. any corrections, which are charged according to time and effort)	50.–
Cancellation fee salary program GastroSocial & miruSocial (after provision)	150.–

Expenses and ancillary costs:

Documented expenses and ancillary costs (travel expenses, data carriers, copies, postage, etc.) will be charged to the customer.

4 Final clauses

4.1 Discretion

Both parties will refrain from disclosing any information to third parties regarding the business operations of the other party that is neither accessible to the public nor generally known, and will do everything in their power to prevent third parties from accessing this information. On the other hand, however, the parties may use the knowledge regarding their core business which they gained during the processing of their business transactions.

4.2 Assignment of the contract

This contract or individual rights and obligations may only be assigned to a third party with the prior written consent of the other contracting party, who may not refuse its consent without good cause.

4.3 Amicable solution

Both contracting parties undertake to try and settle any differences of opinion amicably and to carry out conflict management before submitting the dispute to a judge. A mediation procedure will be started under the lead of a professional mediator. The contracting parties will each pay half of the conflict management costs.

4.4 Applicable law

This contract is governed by and construed in accordance with Swiss law.

4.5 Place of jurisdiction

The registered office of GastroSocial in Aarau is the exclusive place of jurisdiction for all disputes that may arise directly or indirectly from this contract.

4.6 Severability

If a provision of these GTC should be or become void or ineffective, the validity of the remaining provisions of the

GTC will not be affected. If a contractual provision is void or ineffective, it must be replaced by a valid provision, the commercial purpose of which comes closest to that of the ineffective provision. The same procedure must be applied if a loophole is identified.

4.7 Termination

- Both parties can terminate in writing the product contract for the services of GastroSocial's online products at any time. Notice of termination by the authorised users or the owner must be addressed to: GastroSocial, Buchserstrasse 1, Postfach, 5001 Aarau.
- Access to GastroSocial's online products will remain open for two weeks after the termination date or the date on which business operations are discontinued, unless an immediate block is requested. The parties can agree to extend the access for an agreed period, but for no longer than six months.

4.8 Reservation of legislation

From the time it comes into force, any legislation governing the operation and use of the internet will also apply to the corresponding product contract for GastroSocial's online products.

4.9 Validity and availability of these general terms and conditions of business

This document governs all aspects of the business relationship concerning GastroSocial's online products. Changes to these GTC are made as and when needed and are published on the gastrosocial.ch or mirusocial.ch websites. These GTC are freely accessible and can also be printed out. For environmental reasons, GastroSocial does not make a paper version available. By signing the product contract, the authorised signatory or its representatives confirm that they have read and accept these GTC in full.

4.10 Amendments to contract

GastroSocial reserves the right to change the GTC, any relevant entry and help pages, and the services offered for GastroSocial's online products at any time. Any change will be communicated to the authorised users in an appropriate manner. A change will be deemed to have been approved if no written objection is received within one month of its announcement, but in any event upon the next time that the authorised user uses GastroSocial's online products.

The German version of the General Terms and Conditions of use of the online products of the GastroSocial Compensation Fund and Pension Fund (GTC) shall prevail.

GastroSocial, Aarau, 01.01.2024