

bio.inspecta AG  
Ackerstrasse  
Postfach  
CH-5070 Frick  
Tel. +41 62 865 63 00  
Fax +41 62 865 63 01  
admin@bio-inspecta.ch  
www.bio-inspecta.ch

q.inspecta GmbH  
Ackerstrasse  
Postfach  
CH-5070 Frick  
Tel. +41 62 865 63 00  
Fax +41 62 865 63 01  
info@q-inspecta.ch  
www.q-inspecta.ch



# Conditions of Use for Online Tools

## 01 Scope of application and terms

These Conditions of Use govern the use of the Online Tools provided by bio.inspecta/q.inspecta and the address and certification data published therein. They apply to the module easy-cert/Customer Portal and all other Online Tools provided in future by bio.inspecta/q.inspecta. bio.inspecta/q.inspecta provide their services within the context of the applicable contractual relationship and the operational resources available. The Company reserves the right to adapt these services as required or for important reasons. All users of the Online Tools have a valid contractual relationship with bio.inspecta/q.inspecta and thereby accept the General Terms of Business. The Conditions of Use for Online Tools form an integrated part of these General Terms of Business.

Any warranty for the accidental disclosure or deletion of or damage to data sent and received over their system or stored in it is excluded.

In particular bio.inspecta/q.inspecta accept no responsibility for loss or damage caused to customers through misuse of the system (including viruses) by third parties.

Any liability of bio.inspecta/q.inspecta and their vicarious agents for a particular technical or economic outcome, indirect damage such as loss of profit, third-party claims, consequential damage from loss of production, loss of data and liability for slight negligence is expressly excluded, subject to any further imperative statutory provisions regarding liability.

bio.inspecta/q.inspecta reserve the right to claim compensation from users in all cases in respect of offences (in particular involving data crime, data misuse or hacking) relating to the Company's network or infrastructure.

## 02 easy-cert/Customer Portal

Customers are able to view and edit some personal data online and to record new information online. There is a charge for use of the Customer Portal.

## 03 Liability

bio.inspecta/q.inspecta guarantee neither the uninterrupted fault-free operation of their services nor fault-free operation at any particular point in time. Liability for interruptions of service, in particular in connection with the remedying of faults, maintenance, or the introduction of new technologies, is therefore excluded.

bio.inspecta/q.inspecta do not guarantee the integrity of stored data or data transmitted via their sys-

## 04 The customer's duties and rights

Users have the right to use the contractually regulated services online. Users must ensure that their use of the Internet complies with applicable law. Users undertake to respect and observe international agreements, particularly with regard to data protection, copyright, business secrets, brand rights, fair competition and related issues.

The Online Tools provided are intended to be used to simplify users' internal monitoring and quality assurance processes. Subscribers to such Online Tools may use the data to which they have access only for internal business purposes. The data provided by bio.inspecta/q.inspecta may not be used for marketing, advertising etc. Any transfer of data to third parties is prohibited. The subleasing to third parties of the

services subscribed to is prohibited. In cases of contravention of these rules bio.inspecta/q.inspecta may impose a contractual penalty of Fr. 10,000.00 and they reserve the right to claim additional compensation.

Users of Online Tools are responsible for the security provisions necessary to ensure a secure data flow. Users are responsible to bio.inspecta/q.inspecta for the use of their accounts. Passwords and IDs must not be revealed to third parties. If such details are nevertheless revealed by or at the wish of the user, the account holder is responsible for any consequences.

Users must ensure that their use of the Internet complies with applicable Swiss and foreign law. In addition to criminal law this includes data protection and implementing legislation, copyright law and related rights.

## **05 Duration and termination of the contract**

The contractual relationship with bio.inspecta/q.inspecta specifies the duration and termination of the contract.

## **06 Charges**

The charges are laid down in the schedule of charges of bio.inspecta/q.inspecta/easy-cert. The current schedule of charges forms an integrated part of these Conditions of Use and can be viewed at any time on the website.

## **07 Amendments to the conditions of use**

The binding version of the Conditions of Use applicable at a given time will be published on the Internet. It is the responsibility of customers to inform themselves of the current Conditions of Use. On logging in to the easy-cert/ Customer Portal the user accepts the current Conditions of Use.

Valid from 21 October 2008