

## General terms and conditions

### of use for the online products of the GastroSocial Compensation Fund and Pension Fund (GTC)

#### 1 General terms and conditions of use for the online products of GastroSocial

##### 1.1 GastroSocial's online products and services

The subject matter of these GTC is the online products and services offered by GastroSocial and the instructions for their use, which are available on the website of GastroSocial (gastrosocial.ch), at mirusocial.ch and on the related help pages. GastroSocial reserves the right to make changes to the offered online products and services, 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 him/herself when logging on is considered by GastroSocial to be an authorised user of GastroSocial's online products. Within the scope of these services, independent of the internal legal relationship between GastroSocial and the customer and without further investigation of his/her authorisation, he/she can receive salary declarations, look up the balance on the relevant customer accounts, print account statements and call up contribution statements. 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 him/herself in another manner (by way of a signature).

The authorised user accepts without reservation all transactions booked for his/her 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 and authorised by the authorised user (or subordinate users).

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

##### **SMS login**

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

##### **Certificate**

This procedure involves access by means of a personal certificate which will be sent to the authorised user on request on a USB stick or by soft certificate by GastroSocial and QuoVadis Trustlink Switzerland Ltd. Existing certificates (USB stick) are being replaced by the SMS login process. In certain exceptional circumstances, a certificate can be requested, subject to a fee. GastroSocial reserves the right to discontinue the certificate-based access procedure.

##### **User name and password**

Access to the PartnerWeb-connect online service is provided via a user ID and password (the SMS login option is also available, depending on the availability and version of the PartnerWeb-connect online service).

##### **mirusConnect interface**

The mirusConnect administrator user is given access via the Mirus application. The administrator user creates, manages and deletes the subordinate users. All mirusConnect users are subject to the due diligence duties described in this document. The administrator user is exclusively responsible and liable for him/herself and all subordinate users.

### 1.3 Forms of names, identity check and required official identity documents

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 excerpt).

An applicant for access must be clearly identified by GastroSocial or its contracting partner on the basis of an official identity document with a photo (passport or ID card). All the attributes provided in the application must be checked and confirmed against an official document. If the applicant is not specified on the company's Commercial Register extract, a consent form signed by the executive board as registered with the Commercial Register or by the company owner must also be submitted (power of attorney).

#### **SMS login, access by means of certificate, access with user name and password**

The following documents must be submitted together with the signed application: Copy of the passport or identity document of the applicant

#### **mirusConnect administrator user**

The following documents must be submitted to mirusConnect together with the signed application for administrator access: Copy of the passport or identity document of the applicant. The administrator user registered for the business operation must identify the subordinate users of mirusConnect.

### 1.4 Identifying password

#### **SMS login**

The initial identification password must be entered by the authorised user when he/she logs on for the first time. This password may then be changed.

#### **Access by means of certificate**

The identifying password will be sent to the authorised user by letter. This password may then be changed.

#### **Access with user name and password**

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

#### **Access for mirusConnect administrator user**

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

### 1.5 Acceptance of login details

The authorised user accepts the login details if he/she uses them or fails to file an objection within 10 days of receipt. GastroSocial must be informed without delay if the login details contain any errors.

### 1.6 Declaration of invalidity of login details

Login details can be declared invalid by E-Mail or letter to GastroSocial. There will be no suspension (temporary cancellation) of login details. Unlike SMS login details, certificates that have been declared invalid cannot be reactivated or extended.

### 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 More information on electronic certificates

Validity:

Para. 1.8 only applies for access by means of a certificate and for the miruSocial salary program and mirusConnect interface online products that use QuoVadis certificates.

To meet the stringent data protection requirements, GastroSocial collaborates with QuoVadis Trustlink Switzerland Ltd. with regard to digital certificates.

QuoVadis Trustlink Switzerland Ltd. is a Swiss and international accredited provider of certification services (CSP Certification Service Provider). It issues electronic certificates for a number of different quality levels that allow the owners of the certificates to use digital signatures in accordance with the law and in a manner that is audit-proof.

The website of QuoVadis Trustlink Switzerland Ltd. (quovadisglobal.ch) provides information on the documents that underlie your contractual relationship:

- QuoVadis Certification Policy CP/CPS
- QuoVadis Relying Party Agreement
- QuoVadis Terms and Conditions of Use
- QuoVadis User Agreement

By accepting or using the certificate, you confirm that

- all information and declarations regarding the user or provided in the certificate are true.
- you do not use any personal data to compose PIN codes or passwords.
- you will keep the USB stick in a safe place, separate from the associated PIN code.
- you will not give any unauthorised person access to your USB stick.
- you will only use the certificate in compliance with the current certificate policy (CP/CPS) of QuoVadis Trustlink Switzerland Ltd.
- the certificate will be declared invalid without delay by the certificate owner or company representative if the owner is no longer authorised to use GastroSocial's online products on behalf of the company in question.
- the certificate will be declared invalid without delay by the certificate owner if the certificate data is no longer correct or the USB stick has been lost, stolen or possibly compromised.
- you agree to the publication of the certificate (certification can be checked with QuoVadis Trustlink Switzerland Ltd.).
- you fully accept and comply with the GTC.

## 1.9 Due diligence duties of authorised users of GastroSocial's online products

### 1.9.1 Due diligence duties of authorised users for all access options

- The authorised user is obliged
  - a) to protect his/her user data (user ID, passwords and any USB certificates) and to implement all suitable and required precautionary measures to protect his/her user data from theft, unauthorised viewing, manipulation, danger, loss, damage, malfunction, release, change or unauthorised use.
  - b) to exercise sole and complete control over the use of the user data.
  - c) to inform GastroSocial without delay if any of the events listed under a) have occurred or if he/she simply suspects one of them to have occurred.
  - d) to use his/her user data in compliance with all applicable laws and guidelines at all times.
  - e) to cease using all user data immediately upon termination, revocation or expiry of the contract.
  - f) to 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 his/her obligations, GastroSocial can block access at the authorised user's expense.
- 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 him/her for completeness and accuracy. This also applies to entries and changes (e.g. changes in insurance and withholding tax rates etc.) imported and/or captured manually by GastroSocial. Deviations must be immediately reported, but no later than the 20<sup>th</sup> 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.

### 1.9.2 Additional due diligence duties of authorised users using a certificate

- In addition to the duties set out in para. 1.9.1, the authorised user is obliged,
  - a) to implement all the measures needed to avoid endangering the safety and integrity of the security infrastructure (SafeNet) of GastroSocial/QuoVadis.
  - b) to immediately arrange for access to be blocked if the USB stick is lost or misused.
- The owner of a certificate is liable to third parties for any damage or loss which they incur as a result of relying on the valid certificate of an acknowledged provider of certification services.

### 1.9.3 Due diligence duties for authorised mirusConnect administrator users

- The authorised administrator user undertakes to comply with all the duties listed in para. 1.9.1, including with regard to using the Mirus software (incl. access to programme and user administration).
- The authorised administrator user is responsible for the subordinate users. He/she undertakes,
  - a) to carry out the necessary investigations and checks required to verify the identities of new subordinate users.
  - b) to immediately record any changes if subordinate users leave or their details/circumstances change.
  - c) to ensure that the subordinate users comply with the due diligence duties pursuant to para. 1.9.1.
- The administrator user (or the owner who authorised him/her) bears full liability for all transactions executed by him/herself and all subordinate users and the information transmitted via the mirusConnect interface.

### 1.9.4 Due diligence duties for authorised PartnerWeb-connect administrator users

The PartnerWeb-connect administrator user can create subordinate users. All PartnerWeb-connect administrator users are subject to the due diligence duties described in this document. They are responsible and liable for verifying the subordinate users and for all data submitted by themselves and all subordinate users.

### 1.10 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 does not accept 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 accepts no 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 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.

### 1.11 Processing and transmission of salary data

The authorised user notes that the processing of his/her salary data and updating of his/her 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.

### 1.12 Blocking of access

- The authorised user can arrange for the blocking of his/her 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 agreement 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 are sufficient grounds for such measures. This applies in particular in the case of late payment for the chargeable GastroSocial's 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.
- If access has been blocked, any USB stick still held must be returned to GastroSocial, Buchserstrasse 1, Postfach, 5001 Aarau.

### 1.13 Powers of attorney of authorised users

- The authorised user is permitted to use GastroSocial's online products until his/her 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 his/her authorisation to use GastroSocial's online products. His/her access can only be blocked if his/her authorisation is explicitly revoked.

### 1.14 Data protection

- GastroSocial warrants that the customer data to which it gains access through the use of GastroSocial's online products will only be collected, processed, stored and used to calculate contributions and prepare internal statistics. GastroSocial will not use this data in any other way or forward it to third parties (except for service partners such as SWICA). The authorised user's rights under the data protection law are reserved.
- The authorised user acknowledges that the data is transported over an open network, the Internet, which is accessible to anybody. Data is thus transmitted across borders regularly, without being monitored. This also applies to data transfers where both the sender and recipient are located in Switzerland. While the individual data packets are encrypted, the names of the sender and recipient are not and can therefore be read by third parties.

### 1.15 Security

#### 1.15.1 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 lie outside the control of GastroSocial and can constitute a weak link within the system.

### 1.15.2 Internet

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 programmes can reduce the risk and these programmes are recommended to the authorised user.
- It is important that the authorised user only uses software from reliable sources.

### 1.16 E-Mail

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.

### 1.17 Warranty of operational readiness

#### 1.17.1 General

GastroSocial endeavours 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 performing 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.

#### 1.17.2 Restriction

GastroSocial provides no guarantees that the GastroSocial's 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 programme error will exclude any other errors.

### 1.18 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 which 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 taking into account 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 policies and rates and legally incorrect evidence.

## 2 Formal provisions

### 2.1 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.

### 2.2 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.

### 2.3 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.

### 2.4 Applicable law

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

### 2.5 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.

### 2.6 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.

### 2.7 Termination

- Both parties can terminate the product contract for the services of GastroSocial's online products in writing at any time. Notice of termination by the authorised user or the owner must be addressed to: GastroSocial, Buchserstrasse 1, Postfach, 5001 Aarau
- Access to GastroSocial's online products will remain open for 2 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 6 months. After this date, any USB stick still held by the certificate owner must be returned to GastroSocial, Buchserstrasse 1, Postfach, 5001 Aarau.

### 2.8 Reservation of legislation

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

## 3 General terms and conditions of use for the support services for GastroSocial's online products

Section 3 applies to the following GastroSocial online products:

- PartnerWeb-connect services
- trans-info salary data transmission service
- Salary programme GastroSocial
- Salary programme miruSocial

### 3.1 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 includes the following services:

- 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 support does not include the following services:

- 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 for the 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.

### 3.2 Obligations of the authorised user

The authorised user has the following obligations:

- Providing access to his/her 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 programmes: Management of salary accounting (the payroll period always falls in the current month)
- Interfaces: Transmission of the required salary data within a reasonable time frame

### 3.3 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 from 08.00 – 11.45 and 13.30 – 17.00.

#### Special support availability

For malfunctions that seriously affect the authorised user's business operations, support will start within 8 working hours from receipt of the notification during support hours.



#### 4 **Supplementary terms and conditions for the use of the chargeable GastroSocial's online products**

Section 4 applies to the following GastroSocial's online products:

- Salary programme GastroSocial
- Salary programme miruSocial

##### 4.1 **Training/Liability if no training is accepted**

- A training course for the salary programme GastroSocial must be completed.
- The master data training course must be completed for the «basic» and «extra» versions of the salary programme miruSocial.
- In addition to the master data training course, a course on the «staff deployment planning» function must be completed for the «total» version of the salary programme miruSocial.

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.

Training units that have not been purchased or rejected and are subject to a charge, are part of the installation package and expire with the start of use.

##### 4.2 **Use**

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

##### 4.3 **Support**

The user fee for the salary programmes 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 para. 4.8.

##### 4.4 **Billing procedure**

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

##### 4.5 **Payment terms**

Unless the customer objects within 10 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.

##### 4.6 **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 writing 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.

##### 4.7 **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](http://gastrosocial.ch) and [mirusocial.ch](http://mirusocial.ch). The prices for support services not included in the support package are set out in para. 4.8. The authorised user will be informed in writing of any changes to the product prices.

#### 4.8 Change of legal form and change of business operation

Due to legal requirements, the old legal form/company must be completed by the change date of the company/company change (13<sup>th</sup> monthly wage and balance paid out) and the new company must be reopened by the start date. The posted periods, which are too much on the old legal form/company, must be posted subsequently under the new legal form/company. Please announce any changes made to the legal form or to the business operations proactively and at an early stage. This results in costs that are billed on a time and material basis. These costs are higher if changes are reported lately.

#### 4.9 Service prices for the salary programmes GastroSocial and miruSocial

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

CHF (Prices are exclusive of VAT)		
Support invoiced based on time (i.e. any time over and above the contractually agreed support time)	per hour	120.–
Mandate services, if there is no lump sum agreement – hourly rate	per hour	120.–
Change of business establishment payroll program GastroSocial (new entry of staff necessary)		100.–
Change of business establishment payroll program miruSocial (new entry of staff necessary)		120.–
Changes in legal form payroll program GastroSocial (new entry of staff necessary)		100.–
Changes in legal form payroll program miruSocial (new entry of staff necessary)		120.–
Resetting of payroll period within a calendar year (first time is free of charge)		50.–
Additional access via SMS login		50.–
Change of authorised user via SMS login		50.–
Reactivation of blocked access in payroll program due to non-use or delayed payment		150.–
Reconnection (after deactivation) due to non-use or delayed payment		200.–
Reconnection and/or bringing forward next year payroll program GastroSocial and miruSocial (new entry of staff necessary)		150.–
Product change miruSocial (1 <sup>st</sup> change free of charge), excl. additional training for upgrade		150.–
Subsequent recording of (retroactive) tariff mutations reported after January the 10 <sup>th</sup> for the current year (not including any corrections, these are based on time)		50.–
Cancellation costs (additional) payroll program GastroSocial and miruSocial (after release)		150.–

Expenses and ancillary costs:

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

## 5 Validity of these terms and conditions

### 5.1 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](https://gastrosocial.ch) or [mirusocial.ch](https://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.

### 5.2 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 for the online products of the GastroSocial Compensation Fund and Pension Fund (GTC) is decisive.

GastroSocial, Aarau, 01.01.2021