

# Service Terms and Conditions for Product Data Basic

## 1. Object

These Service Terms and Conditions supplement the General Terms and Conditions of Business of ALSO Schweiz AG, over which, in the event of contradictions, they take precedence.

## 2. Description of service

2.1 Product Data Basic is an e-Service solution developed for the ICT industry for obtaining product information for use in Customer systems; it comprises a meta model and technology for capturing, storing, packaging and distributing data and information in digital form. Product lists and price lists are defined and described in detail in this model. All data (hereinafter "data") are made available in the ALSO online shop, and the Customer and/or reseller can configure these individually in its online shop.

2.2 ALSO's service consists of the preparation, compilation and provision of data from manufacturers and third parties. ALSO supplies a standardised, up-to-date and structured price list that can be imported and processed in online shops and ERP systems or used for local price information. This file contains all essential data about the articles listed online in the ALSO product range. The Customer can manage the composition of its product data and set up datasets for obtaining the product data itself. The Customer can individually set the sequence of the product attributes provided. However, ALSO prescribes standard form and content. The list of available fields is defined in the technical documentation. The data are usually updated from 7 a.m. on weekdays and provided via ALSO FTP servers in TXT data format.

2.3 ALSO will provide the Customer as reseller with product data. ALSO has concluded an agreement to this effect with CNet: ALSO will grant the Customer non-exclusive, limited, non-transferable usage rights (sub-licence) within the scope of the licence between CNet and ALSO and in accordance with Art. 11.3 in conjunction with Art. 8.1 et seq. General Terms and Conditions of Business, which allow the Customer to use product data in accordance with these Service Terms and Conditions.

## 3. Obligations of the Customer (specialist retailer)

3.1 The Customer may only use the product data in connection with its online shop (URL) or ERP system and only to the extent necessary for this purpose.

3.2 The Customer may not otherwise copy, transmit, alter, maintain, lend, license or resell the product data.

3.3 The Customer is not entitled to transmit data from links to its computer system and store such data there.

3.4 The Customer undertakes to update the data in the files provided by ALSO several times a day.

3.5 The Customer agrees that the Product Data Basic and product data shall not be compiled, created, copied or imitated without authorisation and shall ensure that this does not happen.

3.6 The Customer must notify ALSO immediately of any faults, errors, damages and defects and must help ALSO to analyse and rectify faults by providing a specific and comprehensive description of any problems that arise.

## 4. Contractual term and termination

4.1 The contractual term begins upon receipt of the login data, but at the latest when the login is authorised by ALSO.

4.2 Both the Customer and ALSO may give one (1) month's written notice of termination at the end of a calendar year, for the first time at the end of the calendar year following the first year of the contract. If notice to terminate is not given in due time, the Product Data Basic contract will automatically be extended for another calendar year.

4.3 ALSO may terminate the contract without notice if:

- a) CNet terminates the contract with ALSO, or
- b) CNet requests for objective reasons that the specialist retailer should not be allowed to receive and maintain data.

4.4 Both parties can request termination of the contract with immediate effect if technical problems occur that cannot be rectified.

## **5. Liability**

5.1 The Customer acknowledges that ALSO and CNet cannot provide comprehensive technical details and product images for every product. Any other misuse (in particular reproduction, distribution, transfer to third parties, etc.) of Product Data Basic or its contents is prohibited.

5.2 Liability for indirect damages and claims for damages by third parties, in particular in connection with intellectual property rights, is expressly excluded. The Customer bears sole responsibility for obtaining authorisation from the manufacturer to use copyrighted material.

## **6. Intellectual property rights**

The product data and descriptions provided are protected by copyright by the manufacturer. In order not to infringe existing proprietary rights of manufacturers, the Customer is advised to contact the respective manufacturer. Some manufacturers issue a revocable right to use image material of their products once a customer is registered with them as a specialist retailer.

## **7. Prices**

For the Product Data Basic e-Service, the currently valid price list shall apply. Support services provided by ALSO are not included in the price and, if requested by the Customer, must be separately agreed with ALSO and invoiced.

## **8. Invoicing**

Product Data Basic will be invoiced on an annual basis in the first quarter of the current year, unless otherwise agreed.

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