

General Terms and Conditions (GTC)



myls AG · Valid from 1 October 2026

This is a translation. Only the German version is legally binding.

1. Scope and contractual components

1.1 These General Terms and Conditions ('GTC') govern the contractual relationships between myls AG, Widenstrasse 1, 6363 Obbürgen ('myls'), and its customers ('Customer') concerning all products and services of myls.

1.2 The products of myls are aimed exclusively at companies, self-employed persons and organisations (B2B). myls does not conclude contracts with consumers.

1.3 The components of the contract are, in the following order of precedence: (a) the individual agreement or the quotation accepted by the Customer, (b) the respective product or service description, (c) these GTC and (d) the overview 'Data Processing and Sub-processors' at www.myls.ch/en/sub-processors. In the event of contradictions, the document with higher precedence prevails. In matters of data protection, Section 12 takes precedence over all other provisions of these GTC.

1.4 The Customer's general terms and conditions do not apply, even if myls does not expressly object to them.

2. Definitions

- **Products:** all services of myls, in particular the myls App, the myls Chatbot, websites and the website service (including hosting, email and domains) as well as other services such as online advertising, search engine optimisation and social media management.
- **End users:** natural persons who come into contact with a product used by the Customer, e.g. visitors to the Customer's website, users of the chatbot or persons who submit reviews.
- **Reseller:** a Customer who, on the basis of a partner or framework agreement, resells products of myls to its own customers or uses them for its own customers.
- **End customer:** a customer of the reseller.
- **Content:** all texts, images, logos, videos, data, price and service information and other information that the Customer makes available to myls or has published via a product.
- **Third-party platforms:** services not operated by myls, e.g. Google (including Business Profile), Apple, Microsoft/Bing, Meta (Facebook, Instagram), directories, map and navigation services, booking portals or AI assistants.
- **Sub-processors:** third parties engaged by myls to process personal data on behalf of the Customer.

3. Conclusion of contract, term and termination

3.1 The contract is concluded when the Customer accepts a quotation from myls. Acceptance may be given in writing, electronically (e.g. by email, online order or electronic signature), by telephone or by conduct implying acceptance, in particular by payment for or use of a product.

3.2 myls may reject orders without stating reasons and may make the conclusion of the contract subject to a credit check or advance payment.

3.3 The contract begins upon activation or go-live of the product or on the agreed date. Unless otherwise agreed in the quotation (e.g. a three-year term for websites), the minimum term is 12 months. The contract is automatically extended by a further 12 months in each case unless it is terminated no later than **30 days before expiry** of the term.

3.4 Notices of termination must be given in writing. An email to support@myls.ch is sufficient. The date of receipt by myls is decisive.

3.5 Ordinary termination before the expiry of the term is excluded. If the Customer nevertheless terminates or waives the services, the remuneration remains payable until the end of the term. If the Customer demonstrably ceases its business activities (e.g. deletion from the commercial register or closure of the business), it may terminate the contract in writing with effect from the end of the following month. Remuneration already paid will not be refunded.

3.6 Either party may terminate the contract at any time without notice for good cause. Good cause exists for myls in particular in the event of default in payment pursuant to Section 8.6, serious or repeated breaches of contract, unlawful content, and bankruptcy or a debt-restructuring moratorium of the Customer.

3.7 Upon the end of the contract, the services and the Customer's access to the systems of myls end. The Customer is responsible for backing up or exporting its data in good time. Upon written request within 30 days of the end of the contract, myls will provide exportable data in a common format (e.g. CSV or ZIP) against invoicing of the effort involved. The data will then be deleted (Section 12.12).

4. Services of myls

4.1 The scope and characteristics of the services are set out in the quotation and the product description. myls performs the services with due care and in accordance with generally recognised standards.

4.2 myls does not owe any particular result, in particular no particular search engine rankings, visitor numbers, enquiries, revenues or reviews, unless expressly agreed otherwise in writing.

4.3 myls may engage third parties to perform the services, e.g. subcontractors, freelancers or technology partners. Section 12.6 applies to the engagement of sub-processors.

4.4 Deadlines are binding only if they have been expressly agreed as binding. Otherwise, myls endeavours to meet the stated deadlines.

4.5 myls ensures a high availability of its systems but cannot guarantee uninterrupted and fault-free operation. Where possible, myls carries out maintenance work outside normal business hours and, where reasonable, announces it in advance. Maintenance work gives rise to no entitlement to a reduction of the remuneration.

4.6 myls may further develop and technically adapt its products. Section 9 applies to material changes to the Customer's disadvantage.

4.7 myls may block access to a product in whole or in part if the Customer breaches the contract or if this is necessary for security reasons. The entitlement to remuneration remains unaffected.

4.8 myls may provide the Customer with templates, e.g. chatbot notices, text modules for privacy policies, legal notices or general terms and conditions. The templates do not constitute legal advice. The Customer is responsible for adapting them to its circumstances and having them legally reviewed. myls gives no warranty for the templates or the adapted versions.

5. Obligations of the Customer

5.1 The Customer cooperates in the performance of the services. In particular, it provides the necessary content, access data and approvals in good time and in the agreed form, and it informs myls without delay of changes, e.g. new opening hours, a changed address or an inactive website.

5.2 If the Customer fails to fulfil its duties to cooperate, myls may, after a reasonable grace period, insert placeholders or suspend the work. The obligation to pay remuneration remains unaffected. Additional effort is invoiced on a time and materials basis. myls is not liable for the consequences of a lack of cooperation.

5.3 The Customer is solely responsible for its content. It warrants that such content is accurate and up to date, that it holds all necessary rights and that the content infringes neither statutory provisions nor the rights of third parties (in particular unfair competition, trade mark, copyright, personality and data protection law as well as regulations on price disclosure). myls does not check content for lawfulness.

5.4 myls may reject, block or remove content if it violates laws, official orders, guidelines of third-party platforms or these GTC, or if there are other objective reasons. Where possible, myls informs the Customer accordingly.

5.5 The Customer keeps its access data secret and reports any misuse without delay. Any access using correct access data is deemed to be access by the Customer.

5.6 The Customer is responsible for ensuring that its website and its channels contain the information required by law, in particular a legal notice, privacy policy, information on cookies and – for the myls Chatbot – the chatbot notices pursuant to Section 6.2.2.

5.7 The Customer may use the products only for its own purposes. Resale, disclosure to third parties or use on behalf of third parties is permitted only to resellers with a corresponding contract. In particular, copying, decompiling or replicating the software and using the products for unlawful purposes are prohibited.

6. Special provisions for individual products

6.1 myls App

6.1.1 For the duration of the contract, myls grants the Customer a non-exclusive and non-transferable right to use the myls App for the agreed locations.

6.1.2 The myls App transmits the Customer's content, generally automatically, to third-party platforms. myls has no authority to issue instructions to the third-party platforms. They may reject, modify, publish with a delay or delete content and may continue to use it in accordance with their own rules. Published content is publicly accessible and may continue to exist at third-party platforms or third parties even after deletion.

6.1.3 The Customer authorises myls to open, link or manage accounts with third-party platforms in its name and to apply for the rights required for this purpose. At the end of the contract, myls transfers the accounts to the Customer, insofar as technically possible, or removes the link.

6.1.4 The Customer is responsible for responses to reviews and for posts on social media. This also applies to text suggestions created with the aid of artificial intelligence. The Customer checks them before publication.

6.1.5 If the Customer connects the myls App to an AI assistant of a third-party provider (e.g. via an MCP interface with ChatGPT or Claude), the terms and conditions of that provider apply. The processing of data by that provider is the responsibility of the Customer.

6.2 myls Chatbot

6.2.1 The Customer determines the knowledge base (e.g. website content, documents, price and service information) and the configuration of the chatbot. It is responsible for the accuracy of this information.

6.2.2 The Customer integrates the chatbot notices provided by myls or equivalent notices of its own. These comprise in particular the notice of the use of artificial intelligence, the disclaimer for AI answers and the data protection information. In addition, the Customer supplements its privacy policy accordingly.

6.2.3 The quotas agreed in the quotation apply (e.g. number of AI answers or crawlable subpages). myls may invoice excess usage in accordance with the price list in force at the time or limit it after prior notice.

6.2.4 Section 13.5 applies to AI-generated content.

6.3 Websites and website service

6.3.1 myls creates websites in accordance with the quotation. The Customer checks the website provided within 10 working days and notifies defects in writing. Go-live takes place after approval by the Customer or after this period has expired without being used. Upon go-live, the website is deemed accepted. Defects discovered later must be notified in accordance with Section 14.1.

6.3.2 The website service comprises technical operation (hosting), email mailboxes, security and system updates, data backups and content adjustments to the extent of the selected package.

6.3.3 If myls registers a domain for the Customer, the Customer is registered as the holder. myls may act as technical contact. At the end of the contract, myls transfers the domain at the Customer's request after payment of all outstanding claims. If the Customer gives no instruction by the end of the contract, myls may allow the domain to expire. A domain transfer during the term does not release the Customer from the obligation to pay remuneration.

6.3.4 As part of the website service, myls creates daily data backups of the website and retains them for 14 days. They serve to restore the system and not as an archive. The Customer remains responsible for backing up its own data, in particular emails and exports. A restoration at the Customer's request may be invoiced on a time and materials basis. Email mailboxes are not intended for the archiving of business records required by law.

6.3.5 Licences for themes, plugins and other third-party components that myls provides under its own licences (e.g. for booking functions) are available to the Customer only for the duration of the contract.

6.4 Online advertising, search engine optimisation and social media

6.4.1 In the case of online advertising (e.g. Google Ads, Meta Ads), myls acts as a technical service provider within the framework of the guidelines of the respective platform. The advertising budget (media spend) is shown separately from the remuneration for set-up and management and is used in full for placing advertisements. If it has not yet been used up at the expiry of the term, the campaign remains live until it has been fully consumed. A refund of the advertising budget is excluded. During a suspension pursuant to Section 8.5, the campaign is paused. The remaining budget will continue to be used after payment of the outstanding amounts.

6.4.2 The platforms decide independently on the approval, delivery and pricing of advertisements. myls has no influence on this.

7. Third-party platforms and third-party services

7.1 Insofar as services of third-party platforms or third-party services are required for the use of a product, the Customer concludes the necessary contracts itself or accepts their terms and conditions.

7.2 myls gives no warranty for the availability, range of functions, guidelines, prices and changes of third-party platforms and third-party services. If such changes make adjustments to the product necessary, myls may invoice these on a time and materials basis or adapt or discontinue the function concerned.

8. Remuneration and payment

8.1 Unless otherwise agreed, all prices are in Swiss francs, net, plus statutory value added tax.

8.2 Unless otherwise agreed, recurring remuneration is invoiced annually in advance from the activation date, and one-off remuneration (e.g. set-up) with the order.

8.3 Invoices are payable within 30 days of the invoice date without deduction. Objections to an invoice must be raised in writing within this period. Otherwise, the invoice is deemed approved.

8.4 Upon expiry of the payment period, the Customer is in default without a reminder. myls may charge default interest of 5% per annum (Art. 104 CO) and a reminder fee of up to CHF 25 per reminder. Collection and debt enforcement costs are borne by the Customer.

8.5 If an invoice remains unpaid even after expiry of the period set in the first reminder, myls may block or deactivate all of the Customer's products in whole or in part (e.g. website, email, chatbot, myls App) until all amounts due have been paid. myls points out this consequence in the reminder. The obligation to pay remuneration remains in force during the suspension.

8.6 If the Customer remains in default despite a reminder and a grace period of 10 days, myls may, at its option, (a) declare all remuneration owed until the end of the agreed term immediately due or (b) terminate the contract without notice for good cause and claim damages in the amount of the remuneration owed until the end of the term, less expenses saved. In case (a), the suspension pursuant to Section 8.5 remains permissible until payment in full.

8.7 In justified cases, in particular for new customers, high order values or doubts about solvency, myls may require advance payment.

8.8 The Customer may set off claims of myls only against counterclaims that myls has acknowledged in writing or that have been established with final and binding effect.

9. Changes to products and prices

9.1 myls may adjust recurring prices with effect from the beginning of a new contract year, including during a multi-year minimum term. myls gives notice of the adjustment at least 60 days in advance. If the increase exceeds 10% of the previous price, the Customer may terminate the contract in writing with effect from the date on which the increase takes effect.

9.2 myls may adapt products and product descriptions, e.g. for technical reasons, due to changes at third-party platforms or third-party services or due to new legal requirements. If an adaptation results in a material deterioration for the Customer, myls informs the Customer at least 30 days in advance. The Customer may then terminate the contract in writing with effect from the date on which the adaptation takes effect.

9.3 myls may discontinue a product with a notice period of at least 30 days. Remuneration already paid for the period after discontinuation will be refunded pro rata.

10. Intellectual property

10.1 All rights to the products, the software, the standard solutions, modules, templates, designs, concepts, scripts, interfaces, tools and the know-how of myls remain with myls or the entitled third parties. For the duration of the contract, the Customer receives a simple, non-transferable right of use to them, insofar as this is necessary for use in accordance with the contract.

10.2 In works created individually for the Customer and paid for in full (e.g. individual website designs, logos, texts or programming), the Customer receives a simple, non-transferable right of use, unlimited in time and territory, for the agreed purpose. This right continues to exist after the end of the contract. Excluded are the standard solutions and tools of myls used for this purpose.

10.3 The Customer grants myls as well as its sub-processors and partners all rights to its content that are necessary for the performance of the contract, in particular the rights of reproduction, storage, editing, publication and transmission to third-party platforms.

10.4 myls may also use general ideas, concepts, methods and code modules from customer projects for other customers and its own products, unless exclusivity has been agreed.

10.5 In the case of AI-generated content (e.g. texts or images), myls gives no warranty that such content is eligible for copyright protection or does not infringe the rights of third parties. The Customer checks such content before its publication.

11. Data protection

11.1 Insofar as myls processes personal data as controller, in particular data of the Customer and its contact persons for contract performance, support and marketing, the Privacy Policy of myls in its current version applies (www.myls.ch/en/data-protection).

11.2 myls may send the Customer information about its own products and services, e.g. by email, newsletter or letter. The Customer may refuse such communications at any time, via the unsubscribe link in every email or by sending a message to support@mys.ch.

11.3 The Customer is responsible for ensuring that it has lawfully collected, and is permitted to process, the personal data that it makes available to myls or has processed via the products.

11.4 myls may use usage and performance data of the products in anonymised or aggregated form for statistics, error analysis and the further development of its products. myls does not use personal data of end users for its own purposes and does not make it available to third parties for the training of AI models.

12. Processing on behalf of the Customer

12.1 Scope and roles. Insofar as myls processes personal data on behalf of the Customer in the course of the services (e.g. chat histories, contact and booking requests, reviews, form data, content of email mailboxes and website usage data), the Customer is the controller and myls is the processor within the meaning of Art. 9 of the Swiss Federal Act on Data Protection (FADP) and Art. 28 of the EU General Data Protection Regulation (GDPR) respectively. This Section 12 constitutes the data processing agreement. No separate signature is required. The subject matter, nature and purpose of the processing, types of personal data, categories of data subjects and the technical and organisational measures are described for each product in the overview 'Data Processing and Sub-processors' (www.myls.ch/en/sub-processors).

12.2 Duration. The processing on behalf of the Customer lasts for as long as the respective contract, plus the period for return and deletion pursuant to Section 12.12.

12.3 Instructions. myls processes the personal data exclusively for the performance of the contract and in accordance with the documented instructions of the Customer. The contract and the settings that the Customer makes in the products are deemed to be instructions. The Customer issues further instructions in writing or in text form. myls may invoice instructions that go beyond the agreed scope of services on a time and materials basis. If myls is of the opinion that an instruction violates data protection law, it informs the Customer without delay. Processing that myls is required to carry out by law is reserved. In this case, myls informs the Customer insofar as the law permits.

12.4 Confidentiality. myls ensures that all persons who process personal data of the Customer are bound to confidentiality.

12.5 Data security. myls takes appropriate technical and organisational measures to protect the personal data (Art. 8 FADP, Art. 32 GDPR). myls may adapt these measures to the state of the art, provided that the level of protection is not reduced.

12.6 Sub-processors. The Customer grants myls general authorisation to engage sub-processors. The sub-processors currently engaged are listed in the overview pursuant to Section 12.1 and are deemed approved. myls informs the Customer at least 30 days in advance of intended changes, namely by updating the overview and by notification to the email address on file. The Customer may object to a change in writing within 15 days of the notification for important reasons relating to data protection law. If the parties do not find a solution, the Customer may terminate the product concerned with effect from the date of the change. Remuneration already paid will be refunded pro rata. myls contractually obliges its sub-processors to an equivalent level of data protection. Third-party platforms to which content is transmitted on the Customer's instructions (Section 6.1.2) are not sub-processors of myls.

12.7 Disclosure abroad. Personal data is in principle processed in Switzerland and in the European Economic Area. It is disclosed to countries without an adequate level of data protection only if appropriate safeguards exist, in particular the standard contractual clauses of the EU Commission (with the adaptations required for Switzerland) or a certification under the EU-U.S. or Swiss-U.S. Data Privacy Framework. The Customer approves the disclosures listed in the overview pursuant to Section 12.1.

12.8 Rights of data subjects. myls supports the Customer with appropriate measures in responding to requests from data subjects (e.g. access, rectification, erasure or data portability). myls forwards requests addressed directly to myls to the Customer.

12.9 Data security breaches. myls notifies the Customer of a data security breach affecting its personal data without delay, where possible within 48 hours of becoming aware of it. In doing so, myls provides the information that the Customer requires for any notification to the supervisory authority and the data subjects.

12.10 Further support. myls supports the Customer with data protection impact assessments and in dealings with supervisory authorities, insofar as this concerns the processing on behalf of the Customer. The effort involved may be invoiced.

12.11 Evidence and audits. Upon request, myls provides the Customer with the information necessary to demonstrate compliance with this Section 12. Evidence is provided primarily by means of documentation and certifications of myls and its sub-processors. In addition, the Customer may, no more than once per year, with at least 30 days' advance notice, during business hours and while maintaining confidentiality, carry out an

audit itself or have it carried out by an auditor bound to secrecy. The costs are borne by the Customer. Following a data security breach or upon the order of a supervisory authority, an audit is also permissible without these restrictions.

12.12 Return and deletion. After the end of the contract, myls hands over the personal data upon request in accordance with Section 3.7 and deletes it no later than 90 days after the end of the contract, including the copies in data backups within the usual rotation cycle. Statutory retention obligations are reserved.

12.13 Resellers. If a reseller uses products for its end customers, the following applies:

- (a) The end customer is the controller, the reseller is its processor and myls is a further processor (sub-processor) of the reseller. Between the reseller and myls, this Section 12 applies as the sub-processing agreement.
- (b) The reseller ensures that it has concluded with each end customer a data processing agreement that complies with the statutory requirements and approves the engagement of myls and of the sub-processors listed in the overview pursuant to Section 12.1. A reference to the overview is sufficient for the approval of the sub-processors. This reference does not replace the remainder of the data processing agreement.
- (c) myls accepts instructions exclusively from the reseller. The reseller forwards instructions and requests from its end customers to myls. myls addresses communications under this Section 12, in particular under Sections 12.6 and 12.9, to the reseller, who informs its end customers.
- (d) The reseller ensures that its end customers fulfil the obligations under Sections 5.6 and 6.2.2.
- (e) The reseller indemnifies myls against claims arising from its failure to fulfil its obligations under this Section 12.13.

13. Liability

13.1 myls is liable for damage that it causes intentionally or through gross negligence. To the extent permitted by law, any further liability is excluded, in particular for slight negligence, for indirect and consequential damage, loss of profit, loss of data, loss of use and for damage resulting from hacker attacks, attacks on the availability of services and technical faults within the sphere of responsibility of third parties.

13.2 Insofar as myls is liable beyond Section 13.1, e.g. because an exclusion of liability is not effective, liability per contract year is limited to 20% of the remuneration owed by the Customer for the product concerned in that contract year. Liability for intent and gross negligence remains unaffected.

13.3 Liability for auxiliary persons is excluded to the same extent (Art. 101(2) CO). myls is not liable for acts and omissions of third-party platforms, third-party services and AI providers.

13.4 The Customer is liable for damage resulting from the breach of its obligations. It indemnifies myls against all third-party claims attributable to its content, its configuration of the products or its breach of these GTC, including reasonable costs of legal defence. This obligation survives the end of the contract.

13.5 AI-assisted services (chatbot). Insofar as myls, within the scope of the chatbot service, generates or makes available AI-assisted content, statements, information, commitments or discounts, myls gives no warranty for their accuracy, completeness or currency. Liability for damage resulting from the use of such AI answers is excluded to the extent permitted by law (Art. 100 CO); Sections 13.1–13.3 apply mutatis mutandis. Responsibility for the content, configuration and legal permissibility of the information communicated via the chatbot (in particular prices, services, commitments) lies with the Customer as the controller under data protection law within the meaning of Section 12.1; myls provides the chatbot software as a technical service provider/processor.

13.6 Mandatory statutory liability provisions, in particular for personal injury and under the Swiss Product Liability Act, are reserved.

14. Warranty

14.1 Obvious defects must be notified in writing within 10 working days of delivery (for websites, Section 6.3.1 applies), and defects discovered later without delay after their discovery. If timely notification is not given, the service is deemed approved.

14.2 myls remedies notified defects, at its own option, by rectification or substitute performance. If rectification fails repeatedly, the Customer may demand an appropriate reduction of the remuneration for the service concerned.

14.3 Further warranty claims are excluded. Section 13 applies to damages. myls gives no warranty for defects attributable to content or acts of the Customer, to third-party platforms or to third-party services.

15. Force majeure

15.1 Force majeure means events beyond the control of the parties, e.g. natural events, war, terrorism, strikes, official measures, pandemics and large-scale disruptions of networks or of infrastructure or cloud providers.

15.2 For the duration and to the extent of the force majeure, the parties are released from their performance obligations, and deadlines are extended accordingly. The party affected informs the other party without delay.

16. Changes to the GTC

16.1 myls may amend these GTC and the overview pursuant to Section 12.1. myls notifies the Customer of amendments in an appropriate manner at least 30 days before they take effect, e.g. by email, in the customer portal or on the invoice. Material amendments are highlighted.

16.2 If the amendments result in material additional obligations or a material restriction of the Customer's rights, the Customer may terminate the contract in writing with effect from the date on which they take effect. If the Customer does not object by the date on which they take effect, the amendments are deemed accepted. Section 12.6 applies to changes to the sub-processors.

17. Final provisions

17.1 Amendments and supplements to the contract must be made in writing. Electronic form (e.g. email, PDF, electronic signature) is deemed to satisfy the written form requirement unless a handwritten signature is expressly required.

17.2 Communications are deemed delivered when they have been sent to the postal or email address of the other party last notified.

17.3 myls may transfer the contract as well as individual rights and obligations under it to third parties, in particular in the context of a transfer of the business or of a business division, a merger or another restructuring. The Customer hereby consents in advance to such a transfer. The Customer may transfer rights and obligations under the contract only with the written consent of myls.

17.4 Should any provision of these GTC be invalid, the remaining provisions remain valid. The invalid provision is replaced by a valid provision that comes as close as possible to its economic purpose.

17.5 Swiss law applies exclusively, to the exclusion of the conflict of laws rules and of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention). The exclusive place of jurisdiction is the registered office of myls. myls may also bring proceedings against the Customer at the Customer's registered office. Mandatory places of jurisdiction are reserved.