



Terms and Conditions of Use

Customer Service Portal (CSP)

Version 1.0 – January 2004

Art. 1 Object of Agreement and Range of Application

(1) On its Customer Service Portal (CSP) under <https://secure.eta.ch/csp>, the Customer Service (hereafter called "CS") of ETA SA Manufacture Horlogère Suisse, Schild-Rust-Strasse 17, CH-2540 Grenchen, Switzerland (hereafter called "ETA"), offers services that are reserved exclusively to Customers of the ETA Customer Service.

(2) These Terms and Conditions of Use apply in particular to the services provided on the CSP, such as the ETA ONLINE SHOP (EOS), Spares Tracking, Repair Tracking, technical documents, price lists, client mailings and further services which are not particularly mentioned. For additional products and services, the General Sales and Delivery Conditions of ETA and the CS Sales Conditions shall apply in addition to these Terms and Conditions of Use.

(3) The legal relationship with ETA shall be governed by the version of these Terms and Conditions of Use in force at the time of the conclusion of the contract. Modifications of these Terms and Conditions of Use shall be governed by article 9.

Art. 2 Definitions

(1) "CSP services" means all items of information and services offered on the ETA-CS Customer Service Portal.

(2) "Customers" means business establishments registered with the ETA-CS.

(3) "Administrators" means employees of the customer who register, modify and delete rights of use.

(4) "Users" means the employees of the customer who have been authorized by the customer's administrators or the customer itself to use the CSP services.

(5) "CSP-data" means all access data, contract data, transaction data, company profile data, business data and registration data as defined in paragraphs 6 to 11.

(6) "Contract data" means nominative data required to establish, define the content of, or amend the contractual relationship with the customer regarding the use of the CSP services.

(7) "Company profile data" means data that the Customer enters to present its company, products and services.

(8) "Registration data" means the contract data and company profile data.

(9) "Access data" consist of the username and password or other features with which the users log on to the CSP services.

(10) "Business data" means the data which the Customers and ETA mutually transfer to each other or put at each other's disposal when using CSP services.



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(11) "Transaction data", "Routing data" and "Reporting data" means data that are automatically registered electronically as log files when CSP services are used.

Art. 3 ETA's Performances

(1) Principal performance: ETA shall provide CSP services to the Customer. For the use of the CSP services, ETA shall grant to the Customer, for the duration of the contract, the non-exclusive and non-transferrable right to use the information and data made available by ETA as stipulated, or, if nothing has been stipulated, to use them in conformity with the purpose pursued by ETA in making them available and permitting their use by the Customer.

(2) Exclusion of any obligation on the part of ETA to provide performances: ETA is entitled to stop operating the Customer Service Portal partially or completely at any time. Because of the way the Internet and computer systems function, ETA does not offer any warranty in case the availability of the portal is interrupted. Periods of non-availability due to maintenance work will be posted on the Customer Service Portal.

(3) Freedom on the part of ETA to provide performances: The information and services provided by ETA-CS on the CSP are voluntarily provided additional services to the charged services, such as deliveries of spare parts. The ETA-CS reserves the right to cancel some or all of the CSP services without notice.

(4) Hyperlinks to the Websites of third parties: The CSP can contain hyperlinks to the Websites of third parties. ETA excludes any liability with respect to the contents of these Websites. ETA does not endorse these Websites nor their contents, since ETA does not have any control over the linked information and is not responsible for the contents and information contained in these Websites. Access to any such website is at the user's own risk.

Art. 4 Rights of ETA

(1) Rights with respect to registration: ETA is entitled, but not obliged, to verify the Customer's registration data by checking the data either through contact with the Customer itself or with the help of third parties. For every participant registered by the Customer, ETA is entitled to demand evidence of authority to act as the Customer's representative. ETA is entitled to refuse registration for factually justified reasons, especially if a potential Customer provides incorrect or misleading registration data or if there is evidence of this being the case, or if there is evidence of transgressions of valid international, European or national laws and regulations.

(2) Usage rights: ETA is entitled to use the company profile and business data as agreed upon or in accordance with its purposes, especially to copy, translate, and transmit the data and information and to make them available for use by ETA and for use according to article 6, paragraph 2. ETA's domain names, logos and logotypes, and trade names are protected by law. ETA has no intellectual property rights to all other labels or trademarks appearing in the course of ETA's services. The rights of the respective holders are reserved. ETA reserves all property rights and rights of use for the existing and future design of the CSP services.



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(3) Withdrawal of user authorization in the event of misuse: ETA is entitled to exclude Customers from the use of individual CSP services temporarily or permanently, if they violate their contractual obligations, especially those in article 5, in spite of having been warned in writing, specifying the nature of their transgression. In the event of a breach or neglect of obligation, ETA is entitled to block any of the Customer's CSP-data a week after warning the Customer in writing. The warning to block data may be included in a warning specifying the transgression. Data may be blocked without notice nor observation of the warning period of one week only if 1. the Customer has given reason for a cancellation of the contractual relationship without notice, or 2. there is a danger to ETA's installations or to public safety or public order, or 3. immediate blocking is ordered by a public authority. After the Customer has remedied the breach, ETA shall unblock the Customer's data provided that no further transgressions on the part of the Customer are to be expected.

Art. 5 Obligations of the Customer

(1) Obligations with respect to registration: Every Customer must register prior to making use of the CSP services. ETA collects the registration data upon registration. The Customer is obligated to provide correct and complete registration data. The Customer shall notify ETA immediately of any changes and update the information. The registration shall take effect when ETA activates the Customer's account on the basis of a signed contract for the CSP services agreed upon.

(2) Compliance with the Terms and Conditions of Use: The Customer is obliged to comply with these Terms and Conditions of Use. The Customer shall also commit the administrator and the users to comply with these Terms and Conditions of Use.

(3) Appointment of competent employees; Right of agency: As administrators and users the Customer can only appoint natural persons who have the necessary competence. The Customer must authorize them to make and accept declarations of intention on its behalf.

(4) Data formats: The Customer is obligated to provide the CSP-data to ETA in the specified formats, by using the interfaces made available for this purpose.

(5) Responsibility for satisfying technical requirements and ensuring data safety: The Customer shall make available all the equipment and technology necessary to make use of the CSP services. This applies in particular to all necessary hardware, data transmission lines, telecommunication services and the purchase of the necessary browsers. The Customer shall conclude the requisite contracts with third parties in its own name and ensure compliance with the applicable international, European, and national rules and regulations. Before downloading any information, software and documentation, the Customer shall arrange for suitable security installations and virus scanners to ensure its own safety and to avoid viruses on the Customer Service Portal.

(6) Prohibition of manipulation: The Customer must not manipulate the CSP services in any way. In particular, the Customer must not introduce any entries or transfer data which contain or may contain viruses, Trojan horses, or comparable executable program codes. Furthermore, the Customer must not introduce any entries or transfer data capable of harming, viewing, intercepting, transmitting or canceling data or systems, or provide unauthorized access to data, systems or areas. The Customer must not use mechanisms, software or any other routines capable of interfering with or putting an excessive strain on CSP services.



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(7) Safe storage of user's access data: The Customer and its administrators and users are obligated to protect all access data to ensure that no third party can obtain knowledge of them, access them, or make use of them. Actions performed using an administrator's or user's access data shall be deemed actions by the administrator or user in question and will be attributed to the Customer. This shall not apply if the Customer can prove that it has complied with the requirements of sentence 1.

(8) Obligation ETA to give notice: The Customer is obligated to inform ETA about concrete evidence of a violation of any obligation stipulated in paragraphs 6 – 7 above immediately after the evidence comes to its knowledge.

(9) Prohibition to modify or commercially use the CSP services or parts thereof; Protection rights: The Customer must not modify, publish, or transfer ETA CSP services or parts thereof, or participate in such a transfer. Equally, he must not store or copy the ETA CSP services or parts thereof, produce contents derived from them, distribute them, advertise them or commercially exploit the services and information in any other way. For internal use in the Customer's company, the storage and printing of the documents offered on the Customer Service Portal for downloading are explicitly permitted. The Customer undertakes not to infringe the rights of other Customers or third parties of any other kind.

Art. 6 Protection of Data Privacy

(1) Principle of protection of data privacy: ETA complies with the European, national and regional rules and regulations concerning the protection of data privacy. ETA is committed to collecting, processing or using as few personal data as possible and anonymize or pseudonymize the data as far as possible (principle of avoiding the collection of unnecessary data and limiting the use of data).

(2) Customer consent: By registering for the CSP services, the Customer authorizes ETA to collect, process and employ the data that are necessary for the use of the CSP. With its registration, the Customer explicitly authorizes ETA to transfer its registration data for use in portals of The Swatch Group Ltd., in CH-2502 Bienne, or other companies, where The Swatch Group Ltd. holds at least 50 percent of the stock or share votes.

(3) Customer data privacy rights: The Customer is entitled to demand information on the data made available by it, to correct these data or to have ETA delete or block them.

Art. 7 Liability

(1) Liability for damage: The contracting parties shall be reciprocally liable for damages caused by them, their legal representatives or their agents.

(2) Unlimited liability: In the event of any breach of obligations committed either willfully or through gross negligence, in the event of any harm done to life or health, or of physical injury, or in the event of product liability claims, the contracting parties shall be reciprocally liable to an unlimited extent.



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(3) Exclusion of liability: For any other events or damages, ETA disclaims all liability. If ETA provides information, software or documentations free of charge, ETA shall disclaim all liability for factual or legal deficiencies of the information, software and documentation, in particular for its accuracy, freedom from errors, freedom from copyright or related rights held by third parties, completeness, and/or operability. ETA strives to keep the CSP and the information and documents thereon free from viruses, however, ETA does not guarantee the freedom from viruses. Before downloading any information, software or documentation, the user must provide and use adequate safety installations and virus scanners for its own protection and to prevent any viruses from entering the CSP.

(4) Prescription of claims: All mutual claims are subject to a limitation period of one year counted from the date on which the claim arose and the circumstances on which the claim is based came to the knowledge of the claimant or could have come to the knowledge of the claimant unless it were grossly negligent. This is not applicable when the conditions detailed in paragraph 2 of this article are met.

Art. 8 Invoicing and Terms of Payment

(1) Prices: The prices displayed on the Customer Service Portal for individual CSP services or products are not binding and ETA reserves the right to modify them at any time. The prices stated on the order confirmation are binding.

(2) Invoicing: Invoices will be issued in writing; the invoice shall be deemed to have been received by the Customer two weeks after despatch. Invoices shall be addressed to the Customer or an alternative invoice recipient specified by the Customer.

(3) Method of payment: The invoice can be paid by transfer, direct debit, credit card, payment in advance or in any other manner accepted by ETA.

(4) Due date and default; Damage caused by default: Payment is due by the date specified in the invoice. The Customer automatically defaults on payment 30 days, at the latest, following the due date and delivery of the invoice, even if no letter of reminder has been sent. If the Customer is in default, it shall bear both the interest due on arrears, which will be eight percent above the Swiss National Bank's base rate, and any costs incurred in sending payment reminders or collecting the debt. ETA reserves the right to claim compensation for any other damage caused by default in any individual case.

(5) Reimbursement: Any reimbursement to which the Customer is entitled, particularly reimbursements due to overpayment of invoiced amounts or double payments, shall be credited to the Customer's invoice account and set off against the next amount(s) due.

Art. 9 Modifications to the Terms and Conditions of Use or to the Scope of Supply and Services

(1) Permissible modifications: ETA reserves the right to modify the present Terms and Conditions of Use or the performances detailed in article 3 of these Terms and Conditions of Use at any time without the Customer's consent.

(2) Notification of the modifications: ETA shall give notice of the modifications by means of individual communication, especially by email, drawing attention to the Customer's right to object, by posting the amended terms on its Website and through its client newsletter.



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(3) Right of objection and coming into effect of modifications: The Customer has the right to object to modifications within a period of four weeks after communication of the modifications. If the Customer does not object to the modifications within this four week period, the modifications shall come into effect.

(4) Objection to a modification of the Terms and Conditions of Use: If the Customer objects to a modification of the present Terms and Conditions of Use, specifying the provision he objects to and giving his reasons in writing within the four week period, it shall be entitled to terminate the contract in accordance with article 10, paragraph 4. If the Customer does not terminate the contract within thirty (30) days after the objection, the modifications shall be deemed approved.

Art. 10 Duration of the Contract, Termination, Suspension in the Event of a Violation of these Terms of Business

(1) Duration of the contract: Unless otherwise specified, the contractual relationship shall come into force when ETA activates the Customer's access to the CSP. The relationship shall run initially for one year, unless another term is explicitly specified ("initial term"). The relationship shall be renewed every year ("extension period"), unless it is terminated by one of the parties, observing the period of notice stipulated in paragraph 2.

(2) Regular termination: Each party is entitled to terminate the contractual relationship giving notice one (1) month prior to the end of the initial term or the extension period, respectively. The right to give notice of termination also applies to individual CSP services.

(3) Termination in the event of good cause: The contractual parties are entitled to terminate the contractual relationship at any time without giving notice in the event of good cause. A good cause is deemed to be constituted by events which, taking into account the particular circumstances and weighing up the respective interests of both parties, make continuation of the contract so burdensome to the party invoking them that he or she cannot reasonably be expected to continue to be bound by the contract until the termination date agreed on by the parties or until expiry of the notice period. For ETA, good cause exists in particular if a Customer misuses the ETA services, if it commits serious or repeated violations of its contractual obligations stipulated in article 5, paragraphs 6 – 12, if the Customer's assets are subject to an insolvency procedure, or if a major deterioration of the Customer's financial circumstances occurs, such that there are grounds for fearing that the Customer will not fulfil its obligations temporarily or permanently. In the event of valid termination without notice, ETA is entitled to block the Customer's data without observing a period of notice or warning.

(4) Termination due to a modification of the scope of supply and services in accordance with article 9, paragraph 4: If the Customer has objected, according to article 9, paragraph 4, to a modification of the scope of supply and services, it is entitled to give notice to terminate the use of the CSP services. In this case, the period of notice is minimum three (3) days and maximum one (1) month. During the period of notice, the Terms and Conditions of Use that existed prior to the notification of the modifications the Customer objected to shall remain applicable for that Customer.

(5) Form of the notice of termination: A notice of termination is not valid unless it is given in written form. Electronic documents without a qualified electronic signature in the sense of the Signature Law do not satisfy the written notice requirements.



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(6) Effect of termination: Upon termination, all payments that are owed by the Customer and that have not yet been made become due. When the termination takes effect, the obligations of the contractual parties end, except for postcontractual duties such as the restitution, cancellation and blocking of CSP-data.

Art. 11 Final Provisions; Applicable Law; Place of Fulfilment; Written Form; Arbitration

(1) Applicable law: This contract shall be governed exclusively by Swiss legislation. The United Nations Convention on Contracts for the International Sale of Goods and the conflict of law rules of the Swiss Private International Law shall not apply. The exclusive place of jurisdiction for all conflicts arising out of or relating to this contractual relationship shall be Solothurn, Switzerland.

(2) Place of fulfilment: Place of fulfilment for all performances shall be ETA's place of business.

(3) Modifications and supplementary provisions: All modifications and subsequent additions to this contract require the written form. This is also applicable to deviations from this written form clause. Electronic documents without a qualified electronic signature in the sense of the Signature Law do not satisfy the written form requirements.

IMPORTANT: The German version of the above Terms and Conditions of Use is legally binding and shall take precedence over all other language versions.

Version 1.0
Valid as of January 2004