

Terms of Service of the Taler Merchant Backend

Taler Operations AG

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These Terms of Service (hereinafter **ToS**) regulate the rights and obligations of users of the Taler Merchant Backend (hereinafter **service**) provided by Taler Operations AG, Biel/Bienne, (hereinafter **TOPS**) on the domain <https://my.taler-ops.ch>.

The service enables users (sellers, merchants, beneficiaries, hereinafter **users**) to configure and manage settlement with the payment system based on GNU Taler which is also provided by TOPS. Users automatically accept these ToS and their updates by using the service.

The service is based on free software under the terms of the GNU Affero General Public License as published by the Free Software Foundation, either version 3 or (at your option) any later version, for more details see <http://www.gnu.org/licenses/>.

The service is in public beta and is offered to the best of our knowledge and belief. It will be further developed over time and distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, including, but not limited to, the implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. The service is provided 'as is' and 'as available'.

Disclaimer of warranty

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

Limitation of liability

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL TOPS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THESE TERMS, YOUR USE OR INABILITY TO USE THE SERVICE.

Legal and regulatory requirements

In order to use the service, users are required to use Swiss bank accounts exclusively and to support TOPS in complying with legal and regulatory requirements.

Data protection

TOPS will ensure that all user data is processed in accordance with Swiss privacy laws, including the new Swiss Data Protection Act (nFADP) and the Ordinance on Data Protection (DPO).

TOPS will never share user data with third parties or let third parties process user data unless required by law. All data managed with the service is stored in Switzerland or countries eligible for storing data according to the aforementioned Swiss laws on data protection, which especially include cross-boarder data exchange between Switzerland and Germany. No data exchange happens with servers based in countries outside of the European Union.

Customers may submit sensitive personal data to the service, including but not limited to shipping addresses. Users of our platform are responsible for adequately protecting their access to such customer data and only using it for the purposes agreed to by the data subjects. If we become aware of users violating this clause, we reserve the right to disable access to the service for those users.

Prices

At this time, TOPS offers the service on <https://my.taler-ops.ch> free of charge. Before making any changes to prices, TOPS ensures that existing users can transfer their data to other providers or switch to a self-hosted solution.

Scope

Other terms of service apply to other parts of the Taler payment system, in particular to Taler wallets and the Taler payment service itself that are not covered by the present ToS which are only applicable to the service operated at <https://my.taler-ops.ch>.

Applicable law and place of jurisdiction

To the extent permitted by law, all legal relationships between TOPS and users shall be governed exclusively by substantive Swiss law, excluding conflict of laws and international treaties. Subject to any mandatory statutory provisions to the contrary, Biel is the exclusive place of jurisdiction and the place of performance. For users of the service domiciled outside Switzerland, Biel/Bienne is also the place of debt collection.

Contact

If you have any questions or concerns regarding these ToS or the service, you can contact us by post at Berner Fachhochschule, c/o Taler Operations AG, Höhweg 80, 2502 Biel.