



Legal Document Pack

Terms, Privacy Policy and Legal Notice

Project	Mixel POS
Domain	pos.mixel.ch
Provider	Mixel IT and Corporate Services GmbH
Last updated	29 April 2026

Notice

This document is a published standard document of the Mixel family. Signed offers, framework agreements, SLAs, data processing agreements and mandatory law prevail.

mixel.ch/legal-documents

Terms and Conditions

1. Scope

These Terms apply to offers, contracts, accounts, support requests, project work and digital services connected with Mixel POS. The services include software-as-a-service, hosted applications, support, maintenance and account administration. More specific offers, contracts, SLAs or data processing agreements prevail.

2. Contract Formation

A contract is formed when a customer accepts an offer, places an order, uses an account or when Mixel starts work after instruction. Unless stated otherwise, offers are valid for 14 days and prices exclude applicable taxes.

3. Service Delivery

Mixel provides services with professional care. Dates, response times and delivery windows are planning estimates unless expressly guaranteed in writing. Out-of-scope work, emergencies, travel, third-party costs and changes are charged separately.

4. Cooperation and Acceptable Use

Customers must provide accurate information, access, contacts, permissions and backups in good time. Services must not be misused, used unlawfully, used to compromise security or used to process data without appropriate rights or legal basis.

5. Fees and Payment

Invoices are payable within 30 days unless otherwise agreed. If payment is overdue, Mixel may charge interest, reminder and collection costs, suspend services after reasonable notice and terminate if the default continues.

6. Confidentiality

Non-public business, technical, financial, security and personal information is confidential and may be used only to perform or receive the services. This duty survives termination.

7. Data Protection

Personal data is processed according to the Privacy Policy, applicable data-protection law and, where required, a data processing agreement. Requests may be sent to privacy@mixel.ch.

8. Intellectual Property

Pre-existing rights remain with their owners. Mixel retains rights in methods, templates, tools, know-how and reusable components. Customer-specific deliverables are licensed for the agreed use after full payment.

9. Third-Party Services

Services may depend on hosting, payment, communication, logistics, telecom, security, AI, app-store or software providers. Their terms may apply in addition. Mixel is not liable for outages outside its reasonable control.

10. Warranty and Liability

Mixel performs services with reasonable professional care. For defects, the primary remedy is correction. To the extent permitted by law, Mixel is liable only for direct damages caused by intent or gross negligence, capped at the fees paid for the affected service in the preceding 12 months. Indirect damages, lost profit, data loss and business interruption are excluded.

11. Termination

Recurring services may be terminated with the agreed notice period or, if none is agreed, on 30 days notice to the end of a billing period. Services already performed remain payable.

12. Governing Law and Venue

These Terms are governed by Swiss law, excluding conflict rules and CISG. Venue is Zurich, Switzerland, unless mandatory law provides otherwise.

Privacy Policy

1. Controller

The controller is Mixel IT and Corporate Services GmbH, Rütterspüelstrasse 17, 8173 Neerach, Zürich, Switzerland. Privacy contact: privacy@mixel.ch.

2. Personal Data We Process

Depending on the service, we process contact, account, organization, contract, billing, support, communication, log, device, security, transaction and document data needed for software-as-a-service, hosted applications, support, maintenance and account administration.

3. Purposes

We process data to provide and secure services, manage accounts, perform contracts, process orders and payments, provide support, troubleshoot incidents, prevent abuse and fraud, comply with legal duties, keep accounting records, improve services and defend legal claims.

4. Legal Bases

Processing is based on contract performance, legal obligations, legitimate interests in secure and reliable services, consent and the establishment, exercise or defence of legal claims.

5. Recipients and Processors

Data may be shared with hosting, payment, communication, security, logistics, analytics, error diagnostics, professional advisers and other necessary providers. Processors are contractually bound to confidentiality and security.

6. International Transfers

Data may be processed in Switzerland, the EEA, the United Kingdom, Mauritius, the United States or other countries. Required transfers are protected by adequacy decisions, standard contractual clauses, Swiss addenda or equivalent safeguards.

7. Retention

Personal data is kept only as long as necessary for the stated purposes, legal duties, security needs, backups or legal claims. Business and accounting records are generally retained for 10 years.

8. Cookies

Services may use necessary cookies and local storage for login, security, language, cart, session and preferences. Tracking or marketing technologies are used only where disclosed and, where required, with consent.

9. Security

We use appropriate technical and organizational measures including access controls, encryption in transit, least-privilege permissions, backups, monitoring, security updates and confidentiality duties.

10. Your Rights

Depending on applicable law, individuals may request access, correction, deletion, restriction, portability, objection and withdrawal of consent. Contact: privacy@mixel.ch.

Imprint / Legal Notice

Publisher

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Responsible for Content

The management of Mixel IT and Corporate Services GmbH is responsible for content published for Mixel POS, unless another responsible party is named in the relevant service.

Hosting and Technical Operation

The service may be operated on cloud, edge, VPS, app-store, telecom or SaaS infrastructure selected and technically managed by Mixel.

Copyright and Trademarks

Text, graphics, software, trademarks, logos and other content are protected. Any use beyond legal limits requires prior written permission.

External Links

External links are provided for information. Mixel accepts no responsibility for third-party content unless mandatory law requires otherwise.

Contact

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