

General Terms and Conditions (“GTCs”) of DeepCloud Corporation for use of the DeepCloud account, the DeepServices, and the DeepCloud mobile apps (July 2024)

1. General information

- 1.1 These are the General Terms and Conditions (**GTCs**) of DeepCloud Corporation, Abacus-Platz 1, 9300 Wittenbach, Switzerland (**DeepCloud**) for the use of the DeepCloud account, the DeepServices, and the DeepCloud mobile apps as a Software-as-a-Service (SaaS) solution, including for content hosting.
- 1.2 To that purpose, it is necessary to consent to these GTCs and to acknowledge the Privacy Policy of DeepCloud (by selecting the check box during registration). The contractual relationship between DeepCloud and the owner of the DeepCloud (**Owner**) shall begin upon registration for a DeepCloud account, at the latest upon first using a DeepService or a DeepCloud mobile app (**Applications**), under the terms and conditions set out below. He/she hereby certifies that he/she is of full legal age respectively has the legal capacity to act and to contract that is required in order to accept these GTCs.
- 1.3 These GTCs are without prejudice to, and shall apply concurrently with other provisions applicable to the use of software, Applications or services, including those of other providers, when using the DeepCloud account.

2. DeepCloud account, Owner and Authorised Users

- 2.1 After successful registration, a DeepCloud account will be opened. It may be a privately used DeepCloud account or an account for a company, public-law entity, corporation, foundation or association (**Organisation**). Login is password-protected. In case of login via a third-party provider, the provisions of the third-party provider are applicable.
- 2.2 A “private” DeepCloud account will be opened for the person registering or, if the requirements are met for an “Organisation” DeepCloud account, an account will be opened with the Organisation as the contracting partner (**Owner**). An authorisation from the registering person is required in order to form the contractual relationship for the Owner. Acceptance of the GTCs is assumed. Otherwise, the corresponding checkboxes should not be selected.
- 2.3 In certain cases of use, identification of a person and/or verification of the Organisation may be necessary. This involves a data exchange as well as the transmission of the result of identification or verification. In that case, special provisions apply.
- 2.4 It is possible for all of an Organisation’s domain e-mail addresses registered for a DeepCloud account to be assigned to the Organisation’s DeepCloud account. For that reason, privately used DeepCloud accounts should not be registered with an Organisation’s domain e-mail address. It is not possible to change a registered e-mail address automatically.
- 2.5 After registration and login, the Applications may be used by the Owner and the Owner’s authorised users (**Users**).
- 2.6 All contractually relevant information about the Owner and Users must always be accurate and current. DeepCloud may require proof of the accuracy of such information or conduct verifications itself.
- 2.7 Before DeepCloud will execute a change of Owner, both the old and the new Owners must express their consent through their respective authorised representatives (in writing or electronically).
- 2.8 Contractually relevant information (e.g. invoices, reminders, changes in services or contracts, information about operations such as maintenance work, etc.) may be validly delivered to the Owner if sent by post or to the Owner’s e-mail address, DeepCloud account or otherwise.
- 2.9 The Owner is responsible for the activation and use of the Applications and for the (mis-)conduct of its Users (including its Administrators). They receive access to the Applications and may be granted different rights depending on the User group. Moreover, for certain Applications there are additional persons with access rights to shared content (via a link).
- 2.10 If (fee-based) Applications are activated by a software user in a third-party software (such as the Abacus software), then the Applications are activated for the Owner as the licensee of the software. DeepCloud assumes that the software user has obtained the necessary authorisation from the Owner to activate the Application. Otherwise, the Application shall not be activated.

3. Scope of use

- 3.1 The DeepCloud account is available to the Owner with different Applications. The Applications can be activated directly via the DeepCloud account or within third-party software and are composed of the permission to use the relevant software over the Internet and the storage of data within the framework of hosting. DeepCloud provides the necessary infrastructure (hardware and software) to that purpose. The Owner is not entitled to ongoing updates or functional enhancements of the Applications. DeepCloud may change its functionalities.
- 3.2 Depending on the Application and scope of use, they are provided either free of charge or for a fee; for some of them, there is a trial period. If an Application is used, the Owner agrees to pay the specified prices. They will automatically be extended monthly in the absence of timely notice of termination. If fee-based services from third-party providers are used (in which case their contractual terms apply), those services shall be paid for separately.
- 3.3 Details on the Applications, the scope of use and prices thereof are indicated on the websites of the relevant Applications. The Owner is aware of the main functionalities of the relevant Application. The Owner acknowledges such functionalities to be in good working order, fit for purpose and suitable for use in accordance with the contract. The Owner itself shall clarify whether they meet its requirements.
- 3.4 The Owner hereby accepts that the Applications are operated in the same release for all Owners and are launched at the same time for all Owners.
- 3.5 DeepCloud may call upon qualified third parties to perform its obligations, which the Owner hereby approves.
- 3.6 It is possible to use an “auto-complete” function during address entry of business data. Misuse of that function, e.g. to make unlawful use of the address data, is prohibited. In case of a violation, DeepCloud may terminate the contractual relationship or function, require deletion of the data and claim compensation.
- 3.7 DeepCloud can provide the Owner with a test and demonstration environment for the DeepCloud account upon request. DeepCloud excludes any guarantees and liability for that DeepCloud account and the associated Applications, to the extent permitted by law.

4. DeepSign

- 4.1 DeepSign enables electronic signing of digital documents for persons and organisations (**Signatories**) by means of electronic signatures (**Signatures**) and seals (**Seals**) as well as the use of timestamps.

General Terms and Conditions (“GTCs”) of DeepCloud Corporation for use of the DeepCloud account, the DeepServices, and the DeepCloud mobile apps (July 2024)

- 4.2 DeepSign provides certification, trust and identification services (**Trust Services**) with qualified certificates and timestamps for Advanced Electronic Signatures (**AES**) and Qualified Electronic Signatures (**QES**), for Advanced Electronic Seals (**AESeals**), Regulated Electronic Seals (**RESeals**) (with an official certificate, if applicable) and Qualified Electronic Seals (**QESeals**) as well as for (qualified) electronic timestamps (which are also used for Simple Electronic Signature (**SES**)) from a certification services provider recognised in Switzerland under the Swiss Federal Act on Electronic Signature (**ESigA**) and from a Trust Service Provider recognised in the EU under the EU Regulation on electronic identification and trust services for electronic transactions in the internal market (**eIDAS Regulation**) (**Trust Service Provider**).
- 4.3 DeepCloud determines which Trust Services are made available in DeepSign and which signatures and/or seals are offered (possibly with restrictions).
- 4.4 DeepSign covers the functionalities provided in the Application for signatures and/or seals and can be used independently from the storage of a document in DeepBox. Depending on the type of signature or seal, it may be necessary to log into the DeepCloud account.
- 4.5 The SES can be used for electronically signing digital documents after activation of DeepSign. To do so, the signatory must authenticate his or her e-mail address by entering it. Qualified electronic time stamps from trust services are integrated for this purpose. The terms of use of these trust services, applicable to these time stamps, can be viewed [here](#) and [here](#).
- 4.6 To use other signatures or seals, additional requirements must be met, including the relevant Trust Service Provider's requirements, which may include the determination of identity, a place of residence in Switzerland, the EU or the EEA, as well as the authentication and/or identification of the signatories. Seals require, among other things, a Business Identification Number (UID) or a Swiss identification document (in the case of sole proprietorships) as well as authentication of the Seal Creator.
- 4.7 For the identification and authentication of a person or organisation, **DeepID** may be used in advance under the DeepID Terms of Use or a third-party identification service approved by DeepCloud under its Terms of Use.
- 4.8 DeepCloud does not guarantee the uninterrupted availability of DeepSign, including its Trust Services. They are subject to specific waiting periods, in which interruptions of the services may occur.
- 4.9 Signatures, seals and timestamps shall be provided by the Trust Service Providers according to the statutory provisions (ESigA and/or eIDAS Regulation) as well as their certification guidelines and terms of use.
- 4.10 Upon request, the signatory will receive the document to be signed in a fully downloadable format before the declaration of intent to request the signature and after it has been signed. Before accepting the terms of use (**ToU**), the signatory will be informed of the type of signature and/or seal or the SES timestamp. After acceptance of the ToU, the relevant signature type will be created by the Trust Service Provider.
- 4.11 Digital certificates for seals will be issued for UID units in accordance with the Swiss Federal Act on the Unique Business Identification Number (**BINA**). In the case of certificates for AESeals, RESeals and/or QESeals, the Organisation that signs by means of a seal (**Seal Creator**) is required to certify that it has a UID within the meaning of the BINA and/or a corresponding verification according to EU law and is applying to be issued a digital certificate for creation of the seals in accordance with the certification guidelines of the relevant Trust Service Provider and with the ESigA and/or eIDAS Regulation.
- 4.12 The Seal Creator shall submit the signed application form for the issuance of a digital certificate and confirm acceptance of the Trust Service Provider's current Terms of Use. In the application form, the Seal Creator shall authorise DeepCloud vis-à-vis the Trust Service Provider and empower DeepCloud to use the certificate in order to have seals created for the Seal Creator and to connect it to the Trust Service using DeepSign. The Seal Creator hereby consents to the access certificate being used by the Trust Service Provider for DeepSign. DeepCloud shall give the declaration of configuration and acceptance to the Trust Service Provider.
- 4.13 The representatives of the applicant for a seal must produce proof of their identity in advance. **In the identification process, the information about the Seal Creator and the identity of its representatives shall be verified using the documents and information requested from them (Customer Data).** The Customer Data may be verified in various ways and by presenting various documents (e.g. identity card, commercial register extract, UID register extract) in accordance with the specific design of the identification process. The Seal Creator hereby commits itself and its representatives to provide DeepCloud with complete and true information. The Seal Creator shall promptly announce any changes of its name/business name and never use certificates with incorrect Customer Data. The Seal Creator keeps the authorised users of the seals up to date.
- 4.14 The Seal Creator expressly accepts that all the data necessary to use DeepSign may be collected, stored and processed. Such data is derived from application and identification process so that the Trust Service Provider can create a digital certificate.
- 4.15 As soon as DeepSign has connected with the Trust Service for the Seal Creator by means of an access certificate, additional individual authentication no longer takes place for each seal creation process. The Seal Creator guarantees its users access to the Trust Service and is responsible for their conduct when using DeepSign as though such conduct were its own. If necessary, the Seal Creator may order a cancellation from DeepCloud according to the procedures in the Trust Service Provider's certification guidelines.
- 4.16 Different signatures and seals of a Trust Service Providers may be used, depending on the applicable law (Switzerland or EU). Their selection is entirely up to the Owner and its Users (**Initiator**). The Initiator alone determines the type of signature for each signature process and takes into account all the special features resulting from the applicable legal system. The Initiator checks which signature type is needed for a digital document and makes allowance for any associated formal requirements, and ascertains what legal effect is produced by the signature type. The Initiator checks who can sign the digital document with legally binding effect, who is supposed to receive and access that document, what the time limit for signing is, and whether and who is responsible for storing the signed document. The Initiator is responsible for proper selection of a signature or seal.
- 4.17 The Initiator and the signatory themselves are responsible for the storage of their documents. After a prescribed time limit (which will be made known to the participants by e-mail) or after deletion of the signing order in DeepSign, the document will be removed from DeepSign and can no longer be retrieved there.

General Terms and Conditions (“GTCs”) of DeepCloud Corporation for use of the DeepCloud account, the DeepServices, and the DeepCloud mobile apps (July 2024)

- 4.18 The Initiator acknowledges that the legal effects of the individual signature types differ and that certain documents require a certain signature type in order to be able to produce the desired legal effect. The Initiator clarifies whether the signature type is excluded by law or special provisions (such as inheritance or family law) or whether certain requirements must be taken into account when obtaining a signature (as in consumer law).
- 4.19 The Initiator and/or Signatories acknowledge that the signatures and/or seals may produce different effects and the formal requirements may not be satisfied if the law of a country other than Switzerland or the EU is applicable. The exchange of encrypted data, the use of certain technical algorithms, and the issuing of signature certificates are restricted by law in certain countries. The relevant details will be clarified in advance by the Signatories, the Seal Creator or the Initiator themselves.
- 4.20 DeepCloud neither participates in nor is a party to the transactions intended through the documents signed. DeepCloud has no control over how DeepSign is used by the Initiator or the Signatories and has no knowledge of the legal system applicable to the Initiator. Thus, DeepCloud is not responsible for which signature type is chosen by the Initiator, how the Initiator determines the process of obtaining a signature, and whether time limits or other requirements are applicable in that respect (such as timely prior Identification). DeepCloud rejects any and all liability for any associated damage.
- 4.21 The Owner and/or Seal Creator grant to their signatory Users the right to grant the authorisations necessary for DeepSign (such as accepting the Trust Service Provider's terms of use), to provide, make, and also receive requests or approvals regarding their digital documents in the name of the Owner or the Signatory.
- 4.22 If personal data is processed when DeepSign is used, such data processing is performed according to the Owner's instructions and by order of the Owner. DeepCloud provides the respective Trust Service Providers with all data, information and documents to enable them to provide their services. To that end, DeepCloud uses the certificates required for each requested Trust Service and is entitled to send and receive the signed documents.
- 4.23 The Owner, Signatory and/or Seal Creator shall promptly notify DeepCloud of any relevant changes in their (organisational) data (including domicile or registered offices, directors and officers, authorised agents, authorised signatories, etc.) as well as all information regarding the Trust Services concerning configuration changes in the access data, compromising of accesses, security-related incidents or any access certificates, so that DeepCloud may assess whether they are reportable, particularly in case of operating and security incidents, and comply with its reporting obligation vis-à-vis the relevant third-party providers within 24 hours after the occurrence of the incident.
- 4.24 DeepCloud reserves the right to modify the terms of use of DeepSign regarding Trust Services at any time if, for example, they modify their terms and conditions in relation to DeepCloud or restrict, suspend, or terminate the use of the Trust Services.
- 4.25 Pursuant to statutory and regulatory requirements, the Trust Service Provider has the right to audit in order to monitor compliance with the existing requirements. The right to audit includes, among other things, the right to demand the release of information, data, log files and documents (as well as data of the Signatory, Owner, Seal Creator or Initiator) subject to giving a reasonable time allowance, or the right to obtain access to systems.
- 4.26 In case of detection or reasonable indications of security threats, unlawful or improper use of DeepSign, actions causing disruptions, or in case of detection of serious non-conformities, DeepCloud reserves the right to take measures to remedy the non-conformity and to prevent or mitigate imminent harm. In such cases, DeepCloud will inform the Signatories, Owner, Seal Creator or Initiator promptly and as far in advance as possible. The actions may include, for example, a request to immediately and permanently refrain from or effectively prevent unlawful or improper use of DeepSign, and to immediately interrupt or terminate contractual services (e.g., blocking access) and/or the use of Trust Services.
- 4.27 DeepCloud will store and use all necessary information connected with a signature or seal, such as the identification processes, the course of the transaction, (image and document) hash values, signature/timestamp selection, any limitations of liability, time of execution or deletion of a request, names of sender and recipients, e-mail addresses and signature/seal IDs, in order to be able to provide DeepSign properly.
- 4.28 If the prerequisites for providing signatures or seals are not (or are no longer) satisfied (e.g. expiration of the certificate, unclarified identity, change in relevant data), then DeepCloud may reject any corresponding signature requests.

5. Additional Services

- 5.1 The scope of use does not include further services such as individual development or adjustment of an App, Special Boxes, the integration of additional software as well as additional services of **Third-Party Providers** (such as banks, payment service providers, software providers, Trust Service Providers) via interfaces .
- 5.2 Additional services or software may be used, however, provided that the corresponding requirements are met in the Applications. Separate contractual and data protection provisions are applicable in that case, which the Owner accepts upon activation or use.
- 5.3 By activating and using additional services, the Owner expressly authorises the participating parties to access, exchange and process the data and documents as necessary.
- 5.4 When using DeepPay, it is possible to connect to services of payment providers (such as banks, payment service providers) that provide payment initiation or account information services). In that case, too, data is exchanged among the relevant participants. To ensure unambiguous assignment, the application-related ID and access data for the relevant third-party provider are used. Each participant is responsible for ensuring the data processing and security of the data in their respective spheres of activity in accordance with the agreed provisions. DeepCloud enables data exchange through an interface to such third-party providers, in order to map them in the relevant Applications without being involved in the services of the third-party providers or having any influence over their services. The Owner hereby grants DeepCloud and the relevant third-party provider its consent to such data transfer via DeepPay. Upon termination of the contractual relationship, of the use of DeepPay, or upon termination of such a service, the Owner itself shall revoke its consent to data transfer vis-à-vis the third-party provider of the linked service. DeepCloud, for its part, shall then revoke its consent to the relevant data transfer and perform no further data transfers.
- 5.5 DeepCloud is not responsible for the data handling and processing during use of the additional services of the third-party providers (including payments ordered through them or account information). DeepCloud rejects any and all liability in that regard.

General Terms and Conditions (“GTCs”) of DeepCloud Corporation for use of the DeepCloud account, the DeepServices, and the DeepCloud mobile apps (July 2024)

- 5.6 DeepCloud may restrict, interrupt or (permanently) terminate use of such additional services for good cause. DeepCloud will exercise that right to the necessary extent, particularly in case of anomalies in access behaviour, malfunctions, hazards, impairment of other systems, (urgent) maintenance work, data security breaches or other emergencies, unusual attacks, breaches of contract or similar reasons, as well as in cases of *force majeure*.

6. Rights of Use, Intellectual Property Rights

- 6.1 DeepCloud hereby grants a personal, non-exclusive, non-transferable, non-assignable, single right, limited in time and space, to use the software for personal usage, for the duration of the contractual relationship. This means that only the Owner and the Owner's Users may use the Applications.
- 6.2 Without the written consent of DeepCloud, the Owner is prohibited from making the Software used in this process available in any form to unauthorised third parties, and from sub-licensing, transferring or otherwise exploiting the software. Furthermore, the Owner is not entitled to use the relevant software for any use other than that offered by DeepCloud herein.
- 6.3 The Owner shall not circumvent the restriction of the scope of the rights granted by integrating proprietary program components into this Software. The Owner is not entitled to expand the number of Users by programming a proprietary user interface. If Users with an external Interface enter or view data that is processed via interfaces, these Users can be included in the scope of use.
- 6.4 DeepCloud is entitled to license interfaces and report generators so as to be able to export data on behalf of the Owner from the Applications to third-party systems where the data can be further processed. The Owner may use such interfaces to programs, including those of other providers, to Applications or report generators only within the scope of this contractual relationship. Such is also the case whenever interfaces and report generators are primarily used to view or print out the data via a third-party system so that Users of the third-party system can view and use that data. The Owner shall comply with the usage options and restrictions specified by DeepCloud in that respect and is not entitled to circumvent them by means of evasion.
- 6.5 The Owner shall inform DeepCloud immediately in writing if third parties assert intellectual property rights (e.g. copyrights or patent rights) against the Owner due to use of the Applications. The Owner shall not take any legal action without DeepCloud's authorisation and shall not of their own accord acknowledge any claims of the third party without DeepCloud's consent. DeepCloud shall take all necessary defensive measures, such as defending against claims of third parties, at its own expense, unless such claims are based on breaches of duty by the Owner or by the Owner's Users.
- 6.6 When using the Applications (software and technology), the Owner shall comply with all applicable export/import control regulations (export, import, or transit), particularly those of the USA, including sanctions and embargoes.
- 6.7 All intellectual property rights to the Applications (including software), to content, texts, images, photographs, videos, logos, or other information of DeepCloud, including its websites, belong exclusively to DeepCloud or to the designated rights holders. Written consent of the rights holders must be obtained in advance for any further use of any intellectual property rights. All DeepCloud documentation made accessible to the Owner in the contractual relationship shall be considered the intellectual property of DeepCloud.
- 6.8 DeepCloud is entitled to display an uploaded company logo of the Owner in the context of its DeepCloud account without any claim to remuneration. The Owner is entitled to delete its company logo at any time.

7. Obligations of the Owner and the Owner's Users

- 7.1 If the Owner wishes to use the applications in the context of a third-party solution (e.g. an Abacus software) or Ninja, the Owner shall ensure the corresponding connection to the applications and enter into any necessary subscriptions or licence agreements for the third-party software. DeepCloud only enables technical communications with the relevant officially supported software versions. DeepCloud is not obliged to maintain technical communication for older versions. These DeepCloud GTCs also apply in case of connection to third-party software.
- 7.2 If special circumstances (e.g., threats) or fundamental technical changes require an adjustment of the Applications and if it is impossible or impractical to implement such an adjustment by modifying the software used by DeepCloud, then the Owner must install a corresponding update to its third-party solution within the period specified by DeepCloud. Otherwise, DeepCloud is not required to maintain technical communications.
- 7.3 The Owner shall use the Applications only to the extent allowed, comply with its obligations under these GTCs and ensure that its Users also comply herewith, to the extent relevant. The Owner shall indemnify DeepCloud against all third-party claims based on unlawful or non-contractual use of the Applications by the Owner or by the Owner's Users in violation of the contract or of the law.
- 7.4 The Owner shall provide for the conditions required for secure use of the Applications in accordance with the state of the art (e.g., by protecting their own systems and terminals from misuse, attacks and malware).
- 7.5 The Owner shall ensure sufficient access protection (e.g., strong passwords and changing the passwords in case of need).
- 7.6 The Owner shall immediately report any malfunctions and abnormalities and provide possible support services in order to be able to resolve the malfunction or lock the Application.
- 7.7 The Owner is responsible for the evaluation of the requirements arising from such laws and regulations as are applicable to the Owner's business activity. DeepCloud does not guarantee that Applications comply with the laws and regulations applicable to the Owner.
- 7.8 The Owner shall decide on its own responsibility which content is processed and stored in the Applications and whether the data security provided by DeepCloud is sufficient for the Owner's content.

General Terms and Conditions (“GTCs”) of DeepCloud Corporation for use of the DeepCloud account, the DeepServices, and the DeepCloud mobile apps (July 2024)

- 7.9 The Owner shall comply with the relevant statutory provisions when using the Applications, particularly the provisions on data protection, competition and intellectual property rights, and shall not process any unlawful content in the Applications. The Owner is responsible for such content. DeepCloud will review the content for legal compliance and legality only to the extent that it is required to do so by law or by court order. To the extent possible and permissible, DeepCloud shall inform the Owner of any such review in advance. In that case, DeepCloud may be required to hand over or grant access to content. In the process, DeepCloud shall exhaust the appropriate remedies to which it is entitled for the legal defense, as instructed by the Owner.

8. Ordering, fees, payment terms, credit information

- 8.1 In case of paid use of an Application, a fee is payable by the Owner in accordance with the current price quotations. The fee is determined by the relevant scope of use of an Application plus a monthly subscription fee or package fee, where applicable. Unused benefits of a package are not carried forward to the next contract year, but expire at the end of the contract year without any reimbursement of payments already made.
- 8.2 The obligation to pay shall commence upon ordering an Application and/or using it on a paid basis. Depending on the Application, either a transaction fee or a monthly fee will be charged. For a month already in progress, the monthly fee will be billed either in full or pro rata temporis.
- 8.3 By clicking, the Owner adds the desired Application to the shopping cart, the contents of which are displayed under "Shopping Cart". Any previously selected Applications can be deleted. To place a binding order for an application that is subject to a fee, it is necessary to click on the corresponding field. Following placement of a binding order, a confirmation e-mail about the order will be sent. The contract for the fee-based Application ordered will be formed upon receipt of that information. In-app purchases are also possible via the relevant App Store.
- 8.4 Certain services (such as signatures, seals or timestamps) are billed on a per-retrieval or per-use basis. Such services are totalled and billed according to the pricing model.
- 8.5 Additional services shall be billed to the Owner on a lump-sum and/or time-spent basis at the current rates. For on-site services, travel, food and accommodation expenses shall be charged separately.
- 8.6 DeepCloud is entitled to change its prices for good cause.
- 8.7 If additional services from third-party providers are used, they may give rise to additional fees. Such fees may be billed directly by the third parties or DeepCloud will take charge of collection without becoming a contracting party to the agreement underlying the claim. The Owner can pay DeepCloud with the effect of discharging the debt. In the collection process, any incomplete payments by the Owner shall first be used to settle DeepCloud's receivables; the remaining fees collected shall be paid out to the third-party provider. If the Owner is of the opinion that the fees invoiced for the third-party provider were not properly invoiced, the Owner shall arrange for the corresponding recovery directly with the third-party provider.
- 8.8 To use a fee-based Application, it is necessary to store a valid payment card as a means of payment. An independent payment service provider shall ensure secure payment processing when the invoiced amount is debited. The provisions on the invoice shall apply. There may be alternatives to the above method of payment.
- 8.9 As a rule, debiting is performed for the previous month after the end of the current month. The Owner hereby expressly authorises DeepCloud and the company responsible for the payment processing to collect DeepCloud's claims due arising from this contractual relationship or for a third-party provider using the stored payment card.
- 8.10 One invoice shall be issued per DeepCloud account for fee-based use of Applications. Additional services from third-party providers may be itemised in the invoice.
- 8.11 The invoice is usually issued periodically directly to the Owner. The amount shall be payable strictly net plus statutory value added tax in the specified currency from the invoice date.
- 8.12 Any objections to an invoice shall be raised in writing and justified within 30 days after the invoicing date. In the absence of a timely objection, the invoice and services provided shall be deemed to be contractually compliant and accepted.
- 8.13 Default occurs after the due date without further reminder. If the Owner defaults on payment, DeepCloud is entitled, after giving prior notice, to restrict the use of the Application(s) without setting a further grace period, to block access pending payment or to terminate the contractual relationship.
- 8.14 In the event of a restriction or if access is blocked, the Owner is not entitled to use the applications but remains obliged to pay the fees when due.
- 8.15 In case of default, DeepCloud may demand expense reimbursement (e.g., for processing, reminder fees, enforcement measures) as well as other damages for delay.
- 8.16 In the event of late payment, third parties may be commissioned at any time to collect the receivables or receivables may be assigned to such third parties, with the costs assumed by the Owner.
- 8.17 If advance performance is required, a credit check on the Owner and data on the Owner's payment history may be forwarded to the credit reference agency in order to safeguard legitimate interests.

9. Data backup

- 9.1 DeepCloud shall create a backup of the content stored in the Applications in accordance with standard backup procedures and shall endeavour to avoid data loss as far as possible.
- 9.2 In principle, however, the Owner is responsible for retention and archiving of its data and documents. The Owner shall determine how long its data and documents will have to be retained or stored, and the Owner itself shall ensure the storage of its documents in the case of Applications such as DeepSign.
- 9.3 The Owner may back up its content stored in the Applications in a standard machine-readable format at any time prior to deletion of the DeepCloud account. The Owner itself shall ensure regular data backup by means of a data export by using the data backup function provided.
- 9.4 DeepCloud may invoice the Owner for data backups that DeepCloud carries out for the Owner by order of the Owner.
- 9.5 In case of loss or deletion of content, DeepCloud provides no restore function other than the existing data backups.

General Terms and Conditions (“GTCs”) of DeepCloud Corporation for use of the DeepCloud account, the DeepServices, and the DeepCloud mobile apps (July 2024)

10. Availability

- 10.1 DeepCloud endeavours to achieve the highest possible availability of the Applications by exercising the degree of care customary in business but uninterrupted availability cannot be guaranteed. As far as possible, DeepCloud shall give the Owner reasonable prior notice of any interruptions.
- 10.2 Interruptions in availability are possible due to: Implementation of maintenance or repair measures; updates/upgrades; impairments caused by third-party systems such as network system failures, mobile services and Internet connections as well as capacity limits thereof; measures to protect or restore the security and integrity of the systems and servers (e.g. defending against hacker attacks, viruses or other damaging events); governmental or court orders; epidemics, pandemics or other cases of *force majeure*; malfunctions attributable to server suppliers or hosting partners; interfering acts or omissions by the Owner or the Owner's users.
- 10.3 Upon the occurrence of such events, DeepCloud may restrict access to the Applications and additional services, including third-party services, or interrupt such access for the necessary time. The Owner is entitled to claims in that regard to the extent of mandatory statutory liability provisions.
- 10.4 DeepCloud keeps the planned interruptions as short as possible, schedules them for appropriate times if possible, and resolves them as quickly as possible.

11. Support

- 11.1 Support shall be provided online and by e-mail during the support hours communicated. For the details, see the DeepCloud webpages. No support is provided outside the published support hours.
- 11.2 Malfunctions are categorised by degree of impairment. Depending on the category, appropriate measures will be taken to enable use to be restored as soon as possible. If the cause of the malfunction does not originate in a DeepCloud Application, the Owner or, if the cause is known, the relevant third-party provider of the additional service shall be informed in order to take appropriate actions.
- 11.3 DeepCloud reserves the right to charge for its support services at its latest hourly rates, unless DeepCloud is at fault. Additional services (such as other response times, stand-by duty, on-site assignments, training, etc.) may be charged at the current hourly rates by agreement.

12. Abuse, Breach of Contract, Force Majeure

- 12.1 DeepCloud shall take appropriate measures to protect itself against use of the Applications in violation of the contract or of the law. In case of a well-founded suspicion or breach of existing obligations, the storage of illegal content or other misuse by the Owner or the Owner's Users, DeepCloud may limit or block access to the DeepCloud account and/or Applications or terminate the contractual relationship. Further rights and claims of DeepCloud are reserved.
- 12.2 Blocking access alone does not constitute any termination of the contractual relationship. DeepCloud may grant the Owner access to the Applications again if the Owner has ceased the use that is in violation of the contract or of the law.
- 12.3 If use of the Applications is interrupted by a case of *force majeure* or other circumstances or events that substantially impair or render impossible the performance of services by DeepCloud or third-party providers, if applicable, DeepCloud is entitled to interrupt performance of the services for the duration of such an Event or of its consequences and to extend the period in question by an appropriate amount of time before beginning further performance of services. DeepCloud is released from its performance obligations during the relevant period. If such a case continues without interruption for more than 10 days, the contractual relationship may be terminated by either party. The Owner shall not be entitled to any damages or other claims against DeepCloud if the circumstance in question is beyond DeepCloud's reasonable control.

13. Warranty and Liability

- 13.1 The Applications are of customary quality for a corresponding SaaS solution and are provided "as is". DeepCloud offers the Owner faithful and careful execution of its services according to these terms and conditions. Any further guarantee for the use of the DeepCloud account or the Applications (including the software used, hosting, and so on) is excluded to the extent permitted by law.
- 13.2 It should be noted that absolute security and error-free operation of the Applications cannot be guaranteed despite every efforts and the use of modern technology and standards of security.
- 13.3 Services provided free of charge are provided without any claims to performance or warranty. DeepCloud may discontinue free services with reasonable advance notice or offer them only against payment.
- 13.4 DeepCloud does not guarantee at any time the uninterrupted and undisturbed use of the DeepCloud account or of an Application, or that the Owner's individual needs will be met.
- 13.5 Statements made on the DeepCloud webpages or other promotional statements by DeepCloud are not representations or warranties regarding the DeepCloud account or the Applications.
- 13.6 If the "auto-complete"-function is used for address entry, DeepCloud does not guarantee the business data in question or that such data will be available for every country desired by the Owner.
- 13.7 DeepCloud's liability is limited to damage caused wilfully or through gross negligence, as well as injury to life and limb. In all other respects, any further liability is expressly excluded, particularly liability for consequential damages, financial loss, and indirect damages (such as additional expenses, lost profit, third-party claims, etc.) and for vicarious agents (including third parties involved). The same exclusion also applies to any no-fault liability.
- 13.8 DeepCloud is not liable to the Owner and/or Signatories with DeepSign for the proper functioning of third-party systems, especially not for the hardware and software used by the Owner and/or Signatories or for a Trust Service Provider's Trust Service used; for that, the Owner must address the relevant Trust Service Provider. The liability provisions stipulated in the Trust Service Provider's terms of use shall be applicable. Moreover, DeepCloud is not liable for damage arising from improper selection of a signature, of a seal or of the Signatories invited.
- 13.9 If a third-party provider and/or DeepCloud instruct the Signatory, prior to using an Application, that there is a transaction limit in the case of legal transactions with cash payments and that transaction limit is visible to third parties e.g. as a result of being entered, then DeepCloud shall not be liable for damage that arises from the Application being used beyond that limit.

General Terms and Conditions (“GTCs”) of DeepCloud Corporation for use of the DeepCloud account, the DeepServices, and the DeepCloud mobile apps (July 2024)

- 13.10 Any claims shall be asserted by the Owner within six months after performance of the services.
- 13.11 The disclaimers and limitations of liability shall apply to contractual as well as non-contractual claims of the Owner. Excluded from the limitations of liability and disclaimers are obligatory statutory liability provisions.

14. Data Protection and Confidentiality

- 14.1 The Parties undertake to comply with the relevant data protection provisions.
- 14.2 In the context of offering Applications to the Owner, DeepCloud is the “Commissioned Data Processor” as defined by the data protection provisions, and the Owner is the “Controller”. By accepting these GTCs, the Owner also accepts the Data Processing Agreement (DPA) with its Annex (“List of Additional Commissioned Data Processors”) in its current version.
- 14.3 Further commissioned data processors shall be carefully selected and commissioned by DeepCloud. They only receive data to the extent necessary to perform the order processing specifically agreed upon. Commissioned data processing shall be performed in Switzerland and in third countries in which an adequate level of data protection is assured or appropriate guarantees are provided for DeepCloud, such as entering into standard data protection clauses. If it is necessary to access data from outside Switzerland, then it shall be done exclusively via secure VPN channels.
- 14.4 In some Applications an information exchange with or between systems of an Owner or of a third-party provider may occur or content may be synchronised with such systems, and it may involve personal data as well as transaction data. In doing so, the Owner shall expressly allow the parties involved the necessary access, exchange between the respective systems and processing of the content.
- 14.5 In an information exchange between the Applications and third-party software (such as the Abacus Software) used by the Owner, it is possible to identify and record the relevant third-party provider and/or responsible partner. With these, information can be exchanged about the use of the Applications and of the third-party software with the Applications, for example in a support case. The Owner hereby expressly consents thereto.
- 14.6 DeepCloud is authorised to process and use the Owner's data transmitted in a support case after a fault report for its own purposes (such as troubleshooting, analysis, improvement of DeepServices and systems, quality assurance, new and further product developments, data security, statistical evaluations, industry comparisons, benchmarking, AI and machine learning as well as other comparable purposes).
- 14.7 For a description of how DeepCloud processes data in other respects, see the latest Privacy Policy posted on its website.
- 14.8 The business and trade secrets of the Parties are secret and shall be treated as confidential as information and data labelled as confidential or recognizable as such under the circumstances. The Parties shall not use such information for their own purposes, disclose it to unauthorised third parties in whole or in part, provide it, or otherwise make it available.

15. Data security

- 15.1 DeepCloud shall take technical and organisational measures that are suitable, in particular, to the state of the art, the type, and extent of the data processing when using the Applications as well as possible risks resulting from their use. This includes the use of security measures such as firewalls or antivirus programs to protect the Owner's content.
- 15.2 The Applications and any additional services from third-party providers shall be provided online State-of-the-art encryption mechanisms are used for data transmission.

16. Customer satisfaction, promotional information

- 16.1 DeepCloud is very interested in the satisfaction of its customers. DeepCloud may inquire by e-mail or in electronic form whether its services can be used in a satisfactory manner or send information about using the Applications (such as maintenance, new features, usage options)..
- 16.2 Moreover, DeepCloud may send the Owner and the Users information about its own similar contractual products or additionally used services by e-mail or by post or contact the Owner by telephone.
- 16.3 Registration for an individual newsletter is consent based. In the process, DeepCloud or the sender specified during registration for the newsletter may send the newsletter in question.
- 16.4 For the Owner's promotional information, DeepCloud may call on service providers and disclose the relevant contact information to them.
- 16.5 DeepCloud may forward the Owner's contact information to Abacus Group companies (see www.abacus.ch) in Switzerland or the EU and their partner companies. Promotional information shall be provided in accordance with the legal requirements.
- 16.6 The Owner may express an objection to promotional information at any time or revoke any consent granted by using the contact information in the website's legal notice or clicking on the unsubscribe link in a newsletter.

17. Duration and Termination

- 17.1 This contract shall enter into effect upon acceptance of these GTCs during registration for the DeepCloud account or activation of a DeepService, at the latest upon using an Application. This contractual relationship shall be formed for an indefinite period.
- 17.2 The Owner may terminate use of the DeepCloud account and of all Applications at any time by closing the Owner's DeepCloud account, which is done by clicking on the corresponding button, which will launch the termination process.
- 17.3 Individual Applications or services may be terminated by deactivating them or by closing the transaction. Content is deleted when the existing backup periods expire, at the latest.
- 17.4 Closed subscriptions are extended automatically unless timely notice of termination is given.
- 17.5 DeepCloud may terminate the contractual relationship on 3 months' notice to the end of a month, without stating any reasons and without having to pay any compensation. The same rule applies to Applications or services that depend on third-party services or are provided by third parties. In particular, DeepCloud may give notice of termination of Applications if they have not been actively used for at least 180 days. Advance warnings will be given that the Application will be terminated unless actively used within a prescribed period that will be communicated.
- 17.6 DeepCloud can terminate Applications that are dependent on third-party services or provided by third parties at any time for good cause.

General Terms and Conditions (“GTCs”) of DeepCloud Corporation for use of the DeepCloud account, the DeepServices, and the DeepCloud mobile apps (July 2024)

- 17.7 Termination of the contractual relationship does not entitle the Owner to a refund of any fee already paid. In case of termination in the course of a month, the entire monthly fee is payable. All receivables due shall be paid.
- 17.8 Both parties reserve the right to terminate the contract without notice for good cause. Good cause is deemed to include, in particular, reasonable suspicion of misuse of the DeepCloud account or an Application, any serious breach of statutory or contractual provisions by the Owner or the Owner's Users, as well as insolvency, bankruptcy or a petition for debt moratorium of the other party.
- 17.9 Upon termination of the contractual relationship, DeepCloud will block access to the DeepCloud account, terminate use of the Applications and discontinue the technical communications with other systems or services such as Ninja or those from third-party providers or of the Owner such as its Abacus Software. Individually deactivated Applications will be blocked immediately, at which point pending transactions services as well as the associated status reports and information will no longer be transported or executed.
- 17.10 The Owner itself is responsible for a backup or archiving plan for its content and the migration plan for the content in case of cancellation or termination of Application(s). The Owner shall back up its data inventory in a timely manner and delete the corresponding content or hereby authorises DeepCloud to perform its deletion. Access to the Owner's content is excluded after termination of the contractual relationship since the content will be deleted at the latest upon expiration of existing backup periods. Data that DeepCloud is required to retain is excluded from deletion. Data that DeepCloud is entitled to retain may also be excluded from deletion.
- 17.11 In the event of termination of complex DeepCloud accounts, the parties may co-operate for the proper transfer of data regardless of the reason for termination. DeepCloud will assist the Owner with the necessary termination actions upon request, including any migration services. For planning purposes, the Owner shall inform DeepCloud of the need for support sufficiently in advance of the end of the contract. DeepCloud may bill the Owner for its services at its current hourly rates upon termination of the contract.

18. Other Provisions

- 18.1 These GTCs shall supersede any General Terms and Conditions regarding use of the DeepCloud account and the Applications. The Owner's general terms of business or license terms are excluded and shall not be incorporated into the contract even if DeepCloud does not expressly object thereto or unconditionally accepts the services.
- 18.2 DeepCloud may modify these GTCs and, subject to stating the reasons, its prices; DeepCloud shall announce such changes a reasonable time in advance (e.g. within the DeepCloud account, by e-mail). Such changes shall be considered accepted unless the Owner gives notice of termination of the contractual relationship before the effective date of the new GTCs; in any case, the changes shall be deemed accepted upon use of the DeepCloud account or of the Application(s) after the effective date of the new provisions. Any price adjustment shall take effect from the start of a calendar month.
- 18.3 Existing changes or supplements to these GTCs agreed in writing between the Customer and DeepCloud shall remain valid even in case of a new version of these GTCs.
- 18.4 The Owner shall not transfer any rights from this contractual relationship to third parties. DeepCloud may assign or transfer rights and obligations as well as the contractual relationship to qualified third parties for good cause. The Owner hereby agrees to a possible assignment or transfer of these rights and obligations.
- 18.5 In the event that individual provisions of these GTC prove to be invalid or null and void, this will not render the remaining provisions invalid or null and void. Instead, they shall be replaced by provisions that most closely reflect their economic purpose. The same will apply in the event of a gap or omission.
- 18.6 All legal relationships in connection with these GTCs shall be governed by Swiss law to the exclusion of the conflict of law rules and the Vienna Convention on Contracts for the International Sale of Goods, irrespective of whether the Applications are used as a consumer or as an organisation, where appropriate with the exception of the mandatory law of the EU/EEA country in which the Owner, if a consumer, has his or her customary abode in EU/EEA.
- 18.7 Without prejudice to other mandatory jurisdictions, the City of St. Gallen shall have exclusive jurisdiction for all disputes arising from or in connection with these GTCs.
- 18.8 All references to persons are to be understood as gender-neutral.
- 18.9 These GTC are available in a printable format. They are available in various languages. In case of discrepancies or contradictions, the German version shall prevail.