

General Terms and Conditions of DeepCloud Corporation for use of the DeepBox account, the DeepBox services, and the DeepCloud mobile apps (September 2022)

1. General information

- 1.1 These are the General Terms and Conditions (**GTC**) of DeepCloud Corporation, Abacus-Platz 1, 9300 Wittenbach, Switzerland (**DeepCloud**) for the use of the DeepBox account, the DeepBox services, and the DeepCloud mobile apps for individuals and organizations.
- 1.2 Consent to these GTC is given upon registration to the DeepBox account and acknowledgement of the DeepCloud [Privacy Policy](#) is confirmed by clicking on the corresponding checkbox. These GTC must be confirmed upon ordering in order to use specific DeepBox services that are used in conjunction with Abacus Business Software.
- 1.3 The holder of a DeepBox account (the **Owner**) hereby declares that they have read, understood, and accepted these GTC as well as DeepCloud's [Privacy Policy](#). The contractual relationship with DeepCloud begins upon accepting these GTC, but no later than upon using a DeepBox service or a DeepCloud mobile app, under the following provisions. The Owner guarantees that he has the necessary business capacity and capacity to act in order to agree to comply with these GTC, and is at least 18 years of age.
- 1.4 These GTC are available in a printable format.
- 1.5 They apply regardless of other provisions on the use of software, applications, or services of other providers when using the DeepBox account. Such provisions may have to be complied with in addition.

2. Registration for a DeepBox account and login

- 2.1 Successful registration is required to open a DeepBox account. The link sent to the e-mail address provided must be used for this purpose. Registration opens a DeepBox account for the Owner that offers certain functionalities. The registration form must be filled out, specifying whether the DeepBox account should be a privately used one, or one for a company, a public-law entity, corporation, or organisation, a foundation, or an association (**Organization**). Before completing the registration process, a choice can be made between the two options.
- 2.2 Depending on the choice, a "private" DeepBox account will be opened for the person registering as DeepCloud's contractor or, if the necessary requirements are met, an "Organization" DeepBox account will be opened for the Organization as contractor.
- 2.3 For an "Organization" DeepBox account, the authorization of the person registering to enter into the contractual relationship for the Organization is required. If these GTC are accepted for the option "DeepBox account for an Organization", it is assumed that this authorization exists. If this is not the case, the corresponding check box must not be confirmed. Opening a DeepBox account and activating a DeepBox service is done either by the Owner or their employee, trustee or distributor/contractor as an authorised representative on their behalf.
- 2.4 Unequivocal identification of the person registering and, as necessary, verification of the Organization are necessary when using specific DeepBox services or expanded functionalities of the DeepBox account. The services of a third-party provider may be integrated for identification and verification. In this case, that party's terms and conditions shall apply. In the context of these processes, relevant data on the person registering (such as e-mail address, first and last name, password) and the Organization (such as e-mail address, name, company name, Commercial Registry entry, legal form, address) as well as the result of identification and verification will be transmitted between DeepCloud and the third-party provider.
- 2.5 The identification and verification processes may occur within a reasonable time period. If the corresponding process is not successfully completed within this time period, the DeepBox account may be deleted by DeepCloud or certain functionalities will not be available.
- 2.6 After registration, it is possible to sign on to the DeepBox account using an access-protected login and various applications can be used. Two-factor authentication, possibly also from a third-party provider, may be activated for the login. In this case, that party's terms and conditions shall apply.

3. Owners and Authorized Users

- 3.1 The Owner is responsible for the use of the DeepBox account as well as the activation and use of the selected DeepBox services and DeepCloud mobile apps (**Applications**). The licensee of Abacus Business Software is responsible for the activation of (fee-based) DeepBox services within this software by a software user. It is assumed that the software user has the necessary authorisation from the licensee to activate the DeepBox service and enter into the contractual relationship with DeepCloud. If this is not the case, the corresponding box must not be checked and the order button must not be clicked.
- 3.2 The Owner can grant other users (as authorized **Users**) access to the DeepBox account and thus to the DeepBox services via the central User administration. After being registered as Users, they receive a login link, whereupon they can register and then log in using a secure login procedure.
- 3.3 They are equipped with different rights depending on the User group. The Owner can restrict or withdraw the Users' access and rights. In addition, there are additional persons with access rights to shared content (via a link) for specific DeepBox services.
- 3.4 The Owner and their Users can enter, change, and delete data in their admin area. They are obliged to provide correct and current information and to update any related changes immediately. DeepCloud reserves the right to request proof of the accuracy of this information or to carry out verifications itself. The duty of notification relates particularly to the following circumstances: all changes in the Users, the name, the company name, the contact data relating to the individual(s) or the Organization; in case of legal communities: joining or departure of individuals, change in the legal form, the beneficial owners, and the representatives; as well as any other actual or legal circumstance that could have a material influence on the contractual relationship with DeepCloud.

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- 3.5 The Owner shall provide notification immediately of the loss of business capacity or capacity to act, abandonment of business activity, threats of bankruptcy directed against them, bankruptcy proceedings having been initiated, or moratorium. If the Owner commissions DeepCloud to change the DeepBox account to a new Owner, this requires the necessary consent of the old as well as the new Owner or their authorized representatives. DeepCloud can demand these consents in written form or in electronic form before it carries out a change in Owner.
- 3.6 DeepCloud may deliver contractually relevant information to the Owner (e.g., invoices, formal notices, changes in services or GTC, operational information such as maintenance work, etc.) by mail, to the most recent e-mail address specified by the Owner, using other electronic communications channels, or in the Owner's DeepBox.

4. DeepBox account and DeepBox services

- 4.1 In the DeepBox account, all available DeepBox services can be managed (activate, change, deactivate subscriptions), new Users can be registered, roles and rights can be assigned, and other functionalities can be used.
- 4.2 Subscriptions can be taken out for DeepBox services that are automatically renewed monthly if they are not cancelled. The prerequisite is that the Owner maintains correct and up-to-date address data and payment information in the DeepBox account.

5. Individual DeepBox services

- 5.1 Various DeepBox services are available to the Owner. Fundamentally, these are web-based software applications (**Applications**) and other applications (**Apps**) each with different functionalities with a focus on storage, organization, and sharing of data and documents, or optimization of internal organizational communication, processes, and accounting with the possibility of involving co-workers as well as other third parties, using interfaces to various means of payment providers, issuing electronic signatures, and efficient analysis and use of the information from the Owner of the DeepBox account.
- 5.2 The scope of use of the DeepBox services consists of providing the software required for this purpose for use within the scope of the rights of use granted herein, via the Internet including storage of data as part of a hosting service in accordance with DeepCloud's current prices. The DeepBox services can be used both directly through the DeepBox account and through interfaces within other applications, software, or Apps.

6. Scope of use

- 6.1 The detailed and relevant functions of the DeepBox account, the DeepBox services, as well as DeepBox mobile Apps, their scope of use, as well as the current prices (in CHF) for their use are available on the individual DeepCloud websites, in the DeepBox account, as well as in the individual DeepBox service. The Owner is aware of the respective functionalities and acknowledges them as proper, appropriate and suitable for use in accordance with the contract.
- 6.2 Use of the DeepBox account as well as some Applications are available to the Owner at no charge for a specific scope of use; any use beyond that and other DeepBox services are available for a fee. Monthly and variable fees may accrue and additional costs may arise if services from third-party providers are used (their contractual terms and conditions apply to these services). If a fee-based service is activated, the obligation to pay the prices stated therein arises.
- 6.3 DeepCloud provides the necessary infrastructure (hardware and software) for the DeepBox account as well as for the Applications used. These are provided "as is." Depending on the scope of use, the necessary storage space for the content is provided for use in accordance with the contract.
- 6.4 There shall be no claim to ongoing updates or function expansions of the DeepBox account or the Applications. However, DeepCloud is always striving to improve and develop them further. DeepCloud can offer new DeepBox services at any time without stating reasons, add new functionalities to existing DeepBox services, or modify or remove existing ones. This does not give rise to any claims by or rights of the Owner or their Users.
- 6.5 The DeepBox account as well as all Applications will be operated and made available to all Owners and Users in the same release and introduced for all Owners and Users at the same time.
- 6.6 The Owner may only use the DeepBox account as well as the Applications within the framework of the selected scope of use and the described purposes themselves as well as with Users authorized by the Owner. During the contractual relationship, the functions may be used by means of telecommunications (Internet) via a browser or by means of compatible applications and mobile apps.
- 6.7 It is the Owner's responsibility to clarify whether the DeepBox account as well as the Applications satisfy their requirements. DeepCloud assumes no responsibility for ensuring that the DeepBox account or an Application satisfy these requirements.
- 6.8 DeepCloud can make a test and demonstration environment available to the Owner for the DeepBox account upon request. DeepCloud excludes any guarantee whatsoever and—to the extent permissible by law—any liability for this DeepBox account and the Applications used in it.

7. DeepSign

- 7.1 Certification, trust, and identification services (**Certification Services**) are subject to strict legal regulations both in Switzerland as well as in the EU/EEA. The requirements and prerequisites made in that context shall be complied with.
- 7.2 The DeepCloud service **DeepSign** (purchased separately) enables both electronic signing of digital documents for individuals (**Signatories**) and Organizations (if their authorized representatives sign) as well as the use of timestamps. The service comprises selection of the electronic signatures made available, display and transmission of the documents to be signed, the selected electronic signature and/or the use of the (qualified) electronic timestamp, confirmation thereof and storage of the documents at the selected storage location within DeepBox. In addition, the terms and conditions of use of the individual provider of Certification Services must be accepted.

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- 7.3 Within the scope of DeepSign, DeepCloud provides access to Certification Services with qualified certificates and timestamps from a provider of Certification Services recognized in Switzerland according to the Swiss Federal Act on Qualified Electronic Signatures (**ZertES**) and a provider of trust services recognized in the EU according to the EU Regulation on electronic identification and trust services for electronic transactions in the internal market (**eIDAS Regulation**) (**third-party provider**).
- 7.4 Advanced electronic signatures (**AES**) and qualified electronic signatures (**QES**) as well as (qualified) electronic timestamps (which are also used in the simple electronic signature (**SES**)) of these third-party providers satisfy the requirements of the ZertES and the eIDAS Regulation. DeepCloud does not provide these electronic signatures and timestamps itself and is a certified provider of neither certification nor trust services according to the legal regulations. These third-party providers prepare the electronic signatures and timestamps according to the legal requirements and their certificate guidelines. They are audited and supervised by their respective certification authorities. They are the providers of their Certification Services with certificates, which are provided by them according to internationally recognized technical standards. In general, the Certification Services are provided according to the current certificate guidelines of these third-party providers. Within the framework of the Certification Service, the Signatory accepts the terms and conditions of use of these third-party providers and they then prepare a digital certificate that contains information on the person of the Signatory, among other things.
- 7.5 Different services of a third-party provider must be used depending on the applicable law (Switzerland or EU/EEA) whose selection is the sole duty of the Owner or their authorized Users (**Initiator**) who require a signature from a Signatory. The Initiator determines the type of signature for each signature process and also takes into account special features resulting from the legal system applicable to the Initiator. DeepCloud has no influence on this selection and does not know the legal system the Initiator is subject to.
- 7.6 The electronic signatures used by the Signatory are linked with an electronic timestamp. The Signatory can check whether the electronic signature is linked to a qualified timestamp or not.
- 7.7 DeepCloud is free as to which Certification Service it offers within DeepSign and which restrictions it applies in this respect. Thus DeepCloud can specify which electronic signatures can be created and whether the Signatory must undergo a one-time identification process for each electronic signature (one-time signature) or whether the Signatory can create multiple electronic signatures during a specified period after the identification process.
- 7.8 The SES can be used within DeepBox for electronically signing digital documents after activation of DeepSign. The only requirement is that the Signatory provides authentication by storing an e-mail address.
- 7.9 Additional requirements must be satisfied, also from the relevant provider of the Certification Services, in order to use the AES and QES. Among other things, determination of identity and authentication of the Signatory are necessary. Thus, if identification, registration, and authentication of an individual or Organization become necessary, a corresponding identification service must be used beforehand.
- 7.10 DeepCloud offers its own identification service, DeepID, for this purpose, for which separate terms and conditions of use apply. However, the Signatory can use a different identification service recognized by DeepCloud and independently certified at their option. The individual is identified according to the respective requirements and specified prescribed prerequisites must be satisfied, along with acceptance of the respective terms and conditions of use. It may be necessary to repeat an identification process if certain prerequisites are not (or no longer) satisfied. DeepID is not included in the scope of use of DeepSign and may be invoiced separately (according to the current hourly rates at the time or a lump sum per use, respectively).
- 7.11 It is additionally necessary for the provider of the Certification Services to create the advanced or qualified certificate and the cryptographic key pair for the signature process on a special server (the Hardware Security Module, HSM). These certificates serve the certification that assigns the public key of the asymmetrical cryptographic key pair to the person of the Signatory. Only the Signatory has the activation data with which they can use the private key while using an authentication method linked to their identity. As soon as the Signatory has entered the activation data in response to a corresponding request, the provider of the Certification Services creates the AES or QES for them based on the certificate.
- 7.12 These services are made accessible within the scope of DeepSign. When these Certification Services are used, separate usage and data protection provisions of the respective third-party providers apply, which must be accepted when using these services. The availability and scope of use of these services are governed by these provisions.
- 7.13 DeepCloud does not guarantee that signature services and timestamps (including the Certification Services from a third-party provider) will be available without interruption. They are subject to specific waiting periods, whereby interruptions of the services may occur. The Initiator or the Signatory, respectively, will first contact DeepCloud to clarify the circumstances.
- 7.14 Specific DeepCloud services (such as signatures, timestamps, or identifications) are offered per retrieval or per use. The retrievals or uses will be totalled monthly and invoiced after the end of the month, depending on the subscription model.
- 7.15 The Initiator has the duty of checking which electronic signature and/or which timestamp is required for the digital document, what legal effects they have, and whether and which service of a third-party provider is used. It is further the Initiator's duty to check who and how many people must sign the digital document, and who should receive it or access it. DeepCloud and the respective third-party provider assume no responsibility for this. The Owner is responsible for their authorized Users.
- 7.16 DeepCloud is not responsible for or liable for whether and which digital signature and/or which timestamp is selected by the Initiator, how the process of obtaining a signature must be designed, whether deadline requirements or periods are (or may be) complied with, and whether additional requirements exist for obtaining a signature. The Initiator alone is responsible for these checks and for compliance with the respective requirements (such as timely prior identification) and may be liable for legal consequences that arise.
- 7.17 When selecting the digital signature and/or the timestamp, the Initiator alone checks whether special legal or contractual formal requirements exist for them that they must comply with, whether a digital signature is excluded due to law or special regulations (such as provisions of inheritance law or family law), or whether specific processes or requirements must be complied with at or for obtaining a signature (as in consumer protection law).

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- 7.18 Inclusion of additional specifications in a digital certificate in case of a digital signature (such as specific attributes, for example, the representation authorization for the Signatory's employer) occur purely on a declaratory basis; the existing of an attribute and its legal effects are governed by the governing law (representation law, company law, etc.), and falls outside of DeepCloud's area of influence and responsibility. DeepCloud only reviews the verification of an attribute at the time of the identity check within the framework of the DeepID service using the evidence required by a provider of the Certification Services. Specific attributes in digital certificates do not reflect all of the possible situations of civil law (authorization to sign with another signatory, authorization to sign only in special cases, etc.). The Initiator is responsible for compliance with these requirements.
- 7.19 The Signatory or the Initiator, respectively, acknowledge that the SES and AES do not possess the same legal effects as the QES with a qualified timestamp or a handwritten signature. According to certain legal systems, certain documents require a handwritten signature or a QES with an electronic timestamp in order that desired legal effects can occur at all. Only the QES linked to a qualified timestamp is equivalent to a handwritten signature when Swiss law is applied, unless different legal or contractual regulations take precedence (Article 14 (2bis) of the Swiss Code of Obligations (**CO**)). Differently from the QES, the AES is not regulated by law in Switzerland and does not satisfy the legal requirement of written form within the meaning of Article 12 CO; it does not have the same legal effects as a handwritten signature. The legal requirement of a handwritten signature (the formal requirement of simple written form) can fundamentally only be replaced electronically on an equivalent basis by a QES linked to a qualified electronic timestamp, which must not be confused with the AES based on advanced certificates. Similar regulations exist in the EU and must be checked and complied with by the Initiator or the Signatory, respectively. Depending on the situation, certain documents require a handwritten signature so that intended legal effects can occur at all.
- 7.20 The Initiator or Signatory, respectively, acknowledge that the electronic signatures created using the selected Certification Services of the third-party provider may have different effects that are possibly less extensive when the law of a different country than Switzerland or the EU/EEA, respectively, is applicable and it is possible that formal requirements (such as the formal requirement of written form) cannot be satisfied.
- 7.21 Moreover, the exchange of encrypted data, the use of certain technical algorithms, and the issuing of signature certificates are subject to legal restrictions in certain countries. The Signatory or the Initiator, respectively, will clarify the related circumstances in advance.
- 7.22 It is the duty of the Initiator or the Signatory, respectively, to clarify their requirements and the legal effects of the selected electronic signature in this context prior to use of the Certification Services, and they acknowledge that violations of the confidentiality and cooperation obligations agreed upon with their Organization may also represent a violation of legal requirements that may be punishable under criminal law. For example, this applies to trade secrets.
- 7.23 The Owner grants to their signatory Users the right to grant the authorizations necessary for DeepSign (such as accepting terms and conditions of use of the Certification or Trust Service provider), to provide, make, and also receive requests or consents with regard to their digital documents in the name of the Owner or the Signatory, respectively.
- 7.24 If personal data is processed when using DeepSign, this data processing occurs according to the instruction of the Owner on the Owner's behalf and the Owner is responsible for informing the data subjects about the processing of the data related to them and for obtaining any necessary consents (including the authorization to assign the data processing to third-party providers such as the individual Certification or Trust Service provider, if any such assignment is planned).
- 7.25 DeepCloud makes all data, information, and documents available to the individual third-party providers on behalf of the Initiator or the Signatory, respectively, so that these providers can provide the services. The Initiator hereby authorizes DeepCloud to use the necessary certificates for the services requested. In this context, DeepCloud is authorized and empowered to transmit the signed documents when DeepBox is used, as well as to receive them in the DeepBox for the Owner.
- 7.26 The Initiator bears sole responsibility for the content, quality, format, and selection of the digital signature as well as the reliability, validity, and lawfulness of signatures from third-party providers and for which recipients should receive the digital documents.
- 7.27 In addition, it is the duty of the Signatory or the Owner, respectively, to check whether their transactions are subject to relevant export controls or sanctions laws and to act in accordance with the legal requirements. Neither DeepCloud nor the third-party providers are participants or parties to the Owner's or Signatory's transactions, respectively, that are executed. DeepCloud does not offer either any assurance nor any warranty for the execution of the transactions that are meant to be carried out through the documents and rejects any and all liability arising from the use of an incorrectly selected electronic signature for a digital document or for transactions undertaken by the Owner or Signatory. The Signatory or Owner, respectively, are solely responsible for any damage arising from the use of DeepSign.
- 7.28 The Owner shall ensure that any changes to the data provided regarding the Owner or their Organization (including domicile or registered offices, responsible persons, authorized agents, authorized signatories, etc.) as well as all information regarding the Certification Services with regard to configuration changes in their access data, accesses being compromised, incidents relevant to security, or any access certificates, are forwarded to DeepCloud without delay so that, particularly in case of operating incidents and those relevant to security, DeepCloud can evaluate them with respect to any reporting obligation and can comply with its reporting obligation vis-à-vis the relevant third-party providers 24 hours after the occurrence of the incident. The same obligations apply to the Signatory with regard to changes in their relevant data.
- 7.29 DeepCloud retains the right to amend the terms and conditions concerning the use of DeepSign with respect to the services of third-party providers if they amend their terms and conditions vis-à-vis DeepCloud, for example, as well as to restrict, suspend, or terminate the use of the services of these third-party providers or to make another third-party provider accessible within DeepSign.

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- 7.30 Based on legal requirements, the third-party providers of the Certification Services have a right to audit in order to be able to check compliance with the existing rules. As necessary, this comprises the right to demand release of information, data, log files, and documents (possibly also data relating to the Signatory or the Owner) by setting a reasonable deadline, or to receive access to systems.
- 7.31 In case of determination or justified indications of security threats, unlawful or abusive use of DeepSign, in case of actions that cause malfunctions, or in case of determination of serious nonconformities (such as non-compliance with the evaluation plan of the certification authority within the framework of the digital signature legislation), DeepCloud retains the right to take actions to avoid or reduce threatened damage. DeepCloud will inform the Signatory or the Owner, respectively, without delay and in advance if possible. The actions particularly comprise a request to immediately and permanently refrain from, or to effectively prevent unlawful or abusive use of DeepSign, as well as to immediately interrupt or terminate affected contractual services (e.g., blocking access) or the use of Certification Services.
- 7.32 DeepCloud will store and use all necessary information connected with an electronic signature, such as the course of the transaction, image hash value, 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 IDs, in order to be able to properly provide DeepSign.
- 7.33 The Initiator is solely responsible for selecting an electronic signature of the third-party provider, even if it is made available through a DeepCloud service. DeepCloud is not responsible for determining whether such a digital signature is reliable, valid, or legally binding.
- 7.34 If the prerequisites for providing electronic signatures do not (or no longer) exist (such as expiration of the certificate, unclarified identity, change in relevant data), then DeepCloud can reject signature requests and delete digital documents. No liability exists on the part of DeepCloud if digital documents cannot be signed or not in a timely manner.
- 7.35 The Owner or the Signatory, respectively, shall ensure the necessary settings of their signature services used, and the necessary actions to guarantee the security, protection, storage, and archiving of their data and documents. They control access to the DeepBox account, use of DeepSign, and processing of the digital documents up to their archiving and deletion outside of DeepBox.

8. Additional Services

- 8.1 The scope of use of the DeepBox account and the Applications does not include additional services such as the development of individual solutions or adaptations of the DeepBox account or the Applications, the setting up of special DeepBoxes, the integration of additional software and the use of further interfaces or applications for additional services such as those of banks, credit institutions, payment providers, payment service providers, providers of Certification or Trust Services, or software providers (**Third-Party Providers**).
- 8.2 Such services can only be used within the framework of the DeepBox account and the Applications - either for a fee or free of charge, depending on the service - after the relevant requirements have been met. Separate contractual and data protection provisions of the respective third-party providers apply here, which must be accepted when using them. The respective third-party provider is responsible for providing the additional services within the scope of its contractual provisions.
- 8.3 If DeepCloud provides additional services, they can be invoiced to the Owner per unit time, as lump sums, and according to DeepCloud's hourly rates applicable at any time. If the Owner requests on-site services, any travel, meal, and overnight stay expenses shall be charged to the Owner unless otherwise agreed, and shall be invoiced separately.
- 8.4 Specifically when using DeepPay, the use of third-party services (such as payment initiation and account information services) is possible. DeepCloud merely provides the interface to these third-party providers for a data exchange so that the executed transactions can be displayed or triggered in the Owner's accounting system or elsewhere, respectively. Data is exchanged between the parties involved to carry out the transaction. An application-relevant ID is used together with additional access data to the respective party for unequivocal attribution. This can be bank or payment-specific data such as account information, IBAN, or the credit card number. Each party involved is responsible for the data processing taking place in its area of responsibility and for the security of the data in accordance with the agreed provisions.
- 8.5 The responsibility for providing and processing the additional services and processing data when using said services (including the payment and account information processed via these services) does not lie with DeepCloud. DeepCloud rejects any and all liability in this regard. Should these GTC conflict with the agreed terms of a third-party provider, these GTC shall take precedence. DeepCloud reserves the right to restrict, suspend, or terminate use of additional services at any time.

9. Rights of Use, Intellectual Property Rights

- 9.1 DeepCloud grants a personal, non-exclusive, non-transferable, non-assignable, simple, spatially and temporally limited right of use to the software used when using DeepBox and the DeepBox services for the duration of the usage relationship for personal use. This means that only the Owner of the DeepBox account and the Users of the Applications may use them. The scope and the obligation to pay for the right of use are determined by the DeepBox service used in each case.
- 9.2 The Owner is prohibited from making the software used for this purpose accessible to unauthorised third parties in any form, making it available, renting it out, making it available to an unauthorised third party for joint or sole use, granting sublicenses for it, transferring it, or using it in any other way without the written consent of DeepCloud. Furthermore, the Owner is not entitled to use the relevant software for any other use than that offered by DeepCloud herein.
- 9.3 The Owner shall not circumvent the limitation of the scope of their rights granted by DeepCloud to the software used by integrating their own program components into this software. The Owner is specifically not entitled to expand the number of authorized Users by programming their own User interface (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.

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- 9.4 DeepCloud has the right to license interfaces and report generators for the purpose of exporting data from the applications to third-party systems, which data could be processed there. The Owner may only use such interfaces to programs, including those of other providers, to the software or report generators used by DeepCloud within the scope of this contractual relationship. This shall also apply if interfaces and report generators are used with the primary purpose of visualizing or printing the data using a third-party system so that Users of the third-party system can view and use this data. The Owner shall comply with the usage options and limits specified by DeepCloud in this respect and is not entitled to circumvent them by technical means of evasion.
- 9.5 The software used by DeepCloud may be subject to export control regulations and other laws and, if this is the case, is not permitted to be exported, re-exported, or transferred to certain countries or individuals or entities who are prohibited from receiving certain export goods (including those who are listed on the relevant sanctions lists for individuals or entities).
- 9.6 With regard to third-party software used, the licensing provisions of this third party shall apply.
- 9.7 The Owner shall immediately inform DeepCloud in writing if third parties assert intellectual property rights (e.g., copyrights or patent rights) against the Owner that relate to DeepCloud software when using 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 will take all necessary defence measures, such as the defence against claims by third parties, at its own expense, unless they are based on conduct by the Owner or their Users in breach of duty (e.g., in the case of use of the DeepBox account and the Applications in breach of contract).
- 9.8 All intellectual property rights in the DeepBox account, the Applications (including the software used therefore), content, text, images, photos, videos, logos, or other information of DeepCloud, including its websites, belong exclusively to DeepCloud or the relevant 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 in the context of the contractual relationship is considered its intellectual property.
- 9.9 DeepCloud is entitled to display an uploaded company logo of the Owner within the scope of its DeepBox account without any claim to remuneration. The Owner is entitled to delete their company logo at any time.

10. Obligations of the Owner and their authorized Users

- 10.1 If the Owner wishes to use DeepBox services as part of Abacus Business Software, they should have a valid maintenance or update contract for their licensed Abacus Business Software. DeepCloud enables technical communication only to the versions of Abacus Business Software officially supported by Abacus. DeepCloud is not obliged to maintain technical communication for older versions of Abacus Business Software.
- 10.2 If special circumstances (e.g., threats) or fundamental technical changes require an update of the software and if it is impossible or impractical to implement this by modifying the software used by DeepCloud, the Owner is obliged to install a provided update to its Abacus Business Software within the period specified by DeepCloud. Otherwise, DeepCloud is not obliged to maintain technical communication.
- 10.3 The Owner agrees to strictly comply with their obligations under these GTC, and to take appropriate measures to ensure that all Users authorized by the Owner also comply with the contractual obligations imposed on the Owner as far as relevant. The Owner shall contractually impose on their authorized Users the obligations in these GTC that are likewise relevant to them. The Owner is responsible for their conduct as well as misconduct arising from the contractual relationship and indemnifies DeepCloud against all claims by third parties based on any use of the DeepBox account, the Applications or additional services by themselves or their Users in breach of the contract or the law and holds DeepCloud harmless. In such a case, DeepCloud reserves the right to claim damages or assert other claims.
- 10.4 The Owner as well as their Users have the following obligations in particular:
- 10.5 They shall provide a sufficient connection or bandwidth and fulfil other technical requirements needed to be able to use the DeepBox account and Applications within the scope of the selected scope of use. The offer of their network providers (TC providers, providers) and the hardware and software required for their use of the Applications are their responsibility.
- 10.6 They undertake to protect their systems against misuse in accordance with the current state of the art and minimise the risk of unauthorised access to the DeepBox account and the Applications by using appropriate security measures (e.g. use of an up-to-date anti-virus program, firewall, spam filter).
- 10.7 They shall ensure sufficient access protection. Strong passwords according to the system specifications shall be used. As a general rule, login data must be changed regularly and immediately if there is reason to believe that unauthorised third parties have gained knowledge thereof.
- 10.8 They shall immediately provide notification of disruptions in use and provide support services as possible in order to be able to remedy the disruptions.
- 10.9 DeepCloud must be informed immediately of any suspected misuse of an Application in order to arrange for the DeepBox account and/or the Application to be blocked. Notification may be made to support by email or to the contact details provided on the DeepCloud websites.
- 10.10 They will not store, process or disseminate any data or information in the DeepBox account and through any Application that is contrary to these GTC, applicable law or morality. They shall comply with the relevant legal provisions, in particular those concerning data protection, competition, and intellectual property rights.
- 10.11 The Owner is responsible for the content of the data posted or generated by them and their Users in the DeepBox account and the Applications. DeepCloud is not obliged to check the content for legality or lawfulness, but reserves the right to view, change, or delete this content at any time, also without notifying the Owner if necessary, if there is suspicion of illegal or immoral content. In the event of an order from a government agency or court, DeepCloud is obliged to hand over or grant access to this content.

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- 10.12 The Owner decides on his own responsibility which content is processed and stored in the DeepBox account and the Applications and whether the data security provided by DeepCloud is sufficient for the Owner's content.
- 10.13 The Owner shall comply with the laws and regulations applicable to the Owner. The Owner is responsible for the evaluation and specification of the requirements arising from those laws and regulations that are applicable to the Owner's business activity. Unless explicitly agreed upon by contract, DeepCloud assumes no responsibility for its services being suitable for complying with laws and regulations applicable to the Owner.
- 10.14 The Owner shall comply with all applicable export/import control regulations (export, import, or transfer) with regard to the services in DeepCloud (software and technology) used by the Owner, particularly those of the USA, including sanctions and embargoes.
- 10.15 The Owner shall indemnify and hold harmless DeepCloud in case of legal claims by third parties or government agencies that relate to data and documents from the Owner or the unlawful use of the DeepBox account or the Applications, and shall ensure and pay for reasonable defence against such claims.

11. Ordering, compensation, prices, payment terms, credit report

- 11.1 The Owner can use the DeepBox account and some Applications free of charge up to a certain scope of use; otherwise, these services are available for a fee. The Owner's obligation to pay begins upon ordering the individual DeepBox services or upon an expansion of the scope of use of the DeepBox account. Depending on the service, the full monthly fee or a pro rata temporis fee will be charged for a month already in progress.
- 11.2 The following steps are required for fee-based ordering of a DeepBox service: the offers for fee-based DeepBox services are non-binding and are considered an invitation to submit an offer. The Owner can add a DeepBox service to the shopping cart without obligation by clicking on the desired service. The contents of the shopping cart can be viewed at any time using the "Shopping Cart" function. Within the shopping cart, it is possible to delete DeepBox services that are already in the shopping cart. To place a binding order in the shopping cart for fee-based DeepBox services, click on the "Order for a fee" button. After a binding order, a confirmation email about the order will be placed in the Owner's DeepBox. The contract for the fee-based DeepBox services ordered is concluded upon receipt of this information.
- 11.3 The Owner owes DeepCloud a fee in accordance with DeepCloud's current pricelists in case of fee-based use of a DeepBox service. The compensation is determined by the extent of use of the DeepBox service by the Owner and their Users and, where applicable, a subscription fee or any lump sums for one-off services.
- 11.4 Additional fees may accrue if services from third-party providers are used within the DeepBox account. Their contractual terms and conditions apply to these services. They will be invoiced either by the third-party providers directly or through DeepCloud. In the latter case, they will be listed separately on DeepCloud's invoice or using a separate invoice. Here, DeepCloud merely carries out collection. If DeepCloud carries out collection for third-party providers, it will claim the fees outstanding for them without itself becoming a party to the contract underlying the claim. The Owner can pay DeepCloud with the effect of discharging the debt. Lacking specification by the Owner as to which claim is being paid, in complete payments by the Owner in case of collection for the third-party provider will first be used to settle the claims that the customer owes to DeepCloud; the remaining fees collected will be disbursed to the third-party provider.
- 11.5 In the case of individually agreed upon fees between the Owner and the third-party provider, collection is left to the relevant third-party provider; otherwise, the Owner shall notify DeepCloud in advance regarding these fees so that DeepCloud can carry out the collection as agreed. If the Owner is of the opinion that the fees invoiced for the third-party provider were not properly invoiced, the Owner must resolve the corresponding recovery directly with the third-party provider and claim it from that third-party provider. DeepCloud will not carry out any disbursements to the Owner.
- 11.6 A valid payment card is required as the only means of payment in order to activate a fee-based DeepBox service. Special features regarding the method of payment may exist in individual cases.
- 11.7 DeepCloud uses the services of an independent payment service provider for secure payment processing. Identification data required for a payment is entered into the secure environment of the payment service provider and transmitted via the Internet in accordance with standard encryption for financial transactions. The terms and conditions of the payment service provider shall apply. For payments, the Owner shall deposit their payment card data as a standard means of payment with the independent payment service provider for their DeepBox account so that in future payment transactions, payment can be made without entering the elements required for the identification process (card-on-file procedure). The Owner has the option to terminate this procedure at any time by changing the default means of payment.
- 11.8 Direct debiting of the fees from the payment card on file occurs after the end of the month for the preceding month for the fee-based DeepBox services used; in case of commencement within a month for some DeepBox services, the fees will be debited pro rata temporis for the period until the end of the month. The Owner hereby expressly authorises DeepCloud or the company responsible for the payment to collect DeepCloud's due claims arising from this contractual relationship, or claims for services of a third-party provider in case of collection, via the deposited payment card.
- 11.9 The scope of use offered by DeepCloud includes normal and only in exceptional cases temporary above-average use of the DeepBox account and the Applications. Should extraordinary use be made by the Owner or by their Users, DeepCloud retains the right to invoice them additionally after prior notification.
- 11.10 An invoice will be issued per DeepBox account for fee-based use of Applications and activated subscriptions. Additional services from third-party providers shall normally be invoiced by them directly or listed separately on DeepCloud's invoice in case of collection.
- 11.11 An invoice is usually issued monthly and directly to the Owner. The amount shall be payable strictly net plus statutory value added tax in Swiss francs from the invoice date.

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- 11.12 If taxes or levies are included in the prices, DeepCloud can adjust the prices accordingly at the time of any change in these taxes or levies without the Owner being entitled to a special right of notice. If services are offered in a different currency than Swiss francs, DeepCloud can provide for price adjustments insofar as the exchange rate of the offered currency to the Swiss franc has changed by more than 10%.
- 11.13 The Owner must raise any objections to an invoice in writing with objective justification within 30 days after invoicing. If an objection to the invoice is not submitted within this period, it as well as the provided services are considered to be accepted. Incorrect invoice line items do not entitle the Owner to retain payment for correct invoice line items.
- 11.14 Default occurs after the due date without further reminder. If the Owner defaults on payment, DeepCloud is entitled to restrict the use of the DeepBox account and the Applications with immediate effect without setting a grace period, to block access and to terminate the contractual relationship.
- 11.15 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.
- 11.16 In the event of default, DeepCloud is entitled to charge default interest on the arrears as well as other costs (such as for processing, reminder fees, compulsory enforcement measures). Reminder fees may accrue up to CHF 50 per reminder.
- 11.17 In the event of late payment, DeepCloud may at any time commission third parties to collect the claims or assign claims to such third parties, with the Owner being obligated to pay these costs.
- 11.18 All outstanding receivables become due upon termination of the contractual relationship. DeepCloud reserves the right to assert further damages caused by delay.
- 11.19 Upon full payment of outstanding debts, DeepCloud may restore access to the DeepBox account and the Applications.
- 11.20 Where DeepCloud is to perform its own service before receiving consideration, it may request a credit report regarding the Owner from third parties, such as a credit reference agency, to safeguard its legitimate interests. The Owner's payment history may be disclosed to those third parties.

12. Data backup

- 12.1 During the contractual relationship, 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.
- 12.2 Fundamentally, however, the Owner is responsible for retention and archiving of their data and documents and acknowledges that the data is not archived by DeepCloud. The Owner shall determine on their own responsibility how long their data and documents must be retained or stored under applicable law, relevant regulations, or within the scope of legal or administrative proceedings. In addition, the Owner is responsible and liable for the preparation and storage of (signed) documents that are stored in the Owner's DeepBox.
- 12.3 At any time, as well as before deletion of the DeepBox account (e.g., after termination of the contractual relationship, notice of termination), the Owner has the option to back up their data and documents recorded in the DeepBox account and via the Applications by means of a data export in a commonly used machine-compatible format.
- 12.1 They shall regularly ensure an appropriate data backup of their relevant contents by using the data backup function offered. DeepCloud can invoice the Owner for data backups that DeepCloud carries out for the Owner according to an order placed by the Owner.
- 12.2 DeepCloud does not provide a recovery function in case of deletion or loss.

13. Availability of the DeepBox Account and the Applications

- 13.1 DeepCloud endeavours to achieve the highest possible availability of its Applications at all times and takes due care to this end.
- 13.2 It strives to make the DeepBox, the DeepBox services, and the DeepCloud mobile Apps available without interruptions. However, it is not possible to guarantee their uninterrupted availability. DeepCloud assumes no liability for the constant availability of the DeepBox or its functionalities, nor for delays or blockages of the network system, availability of mobile services, and internet connections. To the extent possible, DeepCloud will endeavour to inform the Owner about interruptions in availability with reasonable advance notice.
- 13.3 Interruptions or restrictions due to the following events are not included in the target availability: technical necessities, detection or elimination of security risks, anomalies in access behaviour, sabotage or malfunctions, (planned and unplanned) (emergency) maintenance and downtime, programme corrections, any updates or changes to the functions of software, restrictions imposed by other systems, orders of a government agency or a court, acts or omissions of the Owner or their Users, epidemics, pandemics or cases of force majeure, problems attributable to server suppliers or hosting partners, defence against attacks by pirates, hackers, viruses or other malware events, breaches of data security or to defend against other dangers.
- 13.4 In such cases as well as with respect to capacity limits, DeepCloud is entitled to restrict access to the DeepBox account and the Applications, as well as any additional services including those from third-party providers, at any time and, if necessary, without prior notice or to interrupt them for the required period of time without giving rise to any claims (including price reductions, repayment of payments made, damages) or other rights on the part of the Owner - subject to mandatory statutory liability claims. If possible, the Owner will be notified of these interruptions or restrictions as quickly as possible.
- 13.5 DeepCloud is committed to eliminating interruptions and restrictions as quickly as possible and endeavours to keep them as short as possible and, if possible, schedule them at appropriate times. In this context, DeepCloud will endeavour to factor in the Owner's interests.

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14. Support

- 14.1 Support will be provided online (e.g., in the form of forums or FAQs on the website <https://support.deepbox.swiss/en/>) as well as by e-mail (support@deepbox.swiss) by DeepCloud during normal support hours: from Monday to Friday, 8:00-12:00 and 13:00-17:00. DeepCloud provides no warranty that DeepBox services can be carried out or concluded timely at any time if support is not reached in a timely manner.
- 14.2 Support will answer any questions about the technical requirements, the functionalities of the DeepBox account and the Applications, or in the event of malfunctions in their use.
- 14.3 DeepCloud retains the right to charge for its services within the framework of support according to its hourly rates current at any time..

15. Abuse, Breach of Contract, Force Majeure

- 15.1 DeepCloud may monitor the use of the DeepBox account and the Applications in order to protect against non-contractual or unlawful use. In the event of suspected breach of existing contractual or legal obligations, storage of illegal or immoral content or other misuse by the Owner or their Users, DeepCloud is entitled to immediately restrict or block access to the DeepBox account and/or the Applications and to delete content. Further rights and claims of DeepCloud are reserved. In such a case, the Owner shall not be entitled to any claims against DeepCloud (price reduction, refund of remuneration already paid, damages).
- 15.2 Blocking access alone does not constitute any termination of the contractual relationship. DeepCloud can grant the Owner access to the Applications again if the Owner has ceased the non-contractual or illegal use.
- 15.3 In the event of disruptions, delays or interruptions to the DeepBox account or the Applications due to force majeure (such as landslides, earthquakes, severe weather, storms, floods, other natural disasters, terrorism, epidemics, pandemics) or other circumstances or events, which substantially limit DeepCloud or, as the case may be, third-party providers in their provision of services or make their provision of services impossible (such as sabotage, hacker attacks, danger of misuse, conspicuous flow of information, war, an embargo, strike, lockouts, fire, explosions, power failure, laws, regulations, decisions or orders of governmental authorities, shut-downs, failures of communication networks, of server or infrastructure providers or gateways of other operators, even if such failure occurs at DeepCloud's suppliers or subcontractors or their subcontractors), DeepCloud shall have the right to block access to the DeepBox account and to restrict Applications, to interrupt as well as to postpone the provision of services for the duration of such event or its consequences and to extend such period of time by a reasonable period of time until provision of services can be resumed.
- 15.4 DeepCloud is released from its performance obligations for this period. If such a case continues without interruption for a period of more than 30 days, the contractual relationship may be terminated by either party. In no case is the Owner entitled to damages or other claims against DeepCloud if such a circumstance is beyond DeepCloud's reasonable control.

16. Warranty and liability

- 16.1 DeepCloud offers the Owner faithful and careful execution of the services according to these terms and conditions. A guarantee for the use of the DeepBox account or the Applications (including the software used, hosting, and so on) is excluded to the extent permitted by law. The Applications are provided "as is."
- 16.2 Services provided free of charge are provided without any claims to performance or warranty. DeepCloud may discontinue, modify or require payment for services offered free of charge at any time and without prior notice. This does not give rise to any claims by or rights of the Owner.
- 16.3 DeepCloud does not warrant uninterrupted or trouble-free use of the DeepBox account or the Applications, either generally or at any specific time.
- 16.4 There are no guarantees that the DeepBox account or the Applications will meet the individual needs of the Owner or their Users, regardless of whether they are communicated to DeepCloud. Statements on the DeepCloud website or other promotional statements by DeepCloud do not constitute representations or warranties with respect to the DeepCloud account or the Applications.
- 16.5 If the Owner uses business data provided by DeepCloud when recording contacts, DeepCloud provides this business data "as is." DeepCloud does not warrant its completeness, quality, accuracy, timeliness, continued availability, or freedom from third-party rights, nor does it warrant that this business data will be available for every country requested by the Owner. No intellectual property rights whatsoever to the business data provided are transferred. The Owner themselves shall ensure that the business data is used in a legally compliant manner when used for their purposes and is solely responsible for compliance with all applicable laws in connection with this data. Any misuse, e.g., to build up a comprehensive address database, as well as any unlawful use of this data is prohibited. In such a case, DeepCloud reserves the right to terminate the contractual relationship, to demand the deletion of this data and to claim damages. DeepCloud excludes any warranty and liability with regard to the business data provided, to the extent permitted by law.
- 16.6 Notwithstanding the foregoing, DeepCloud is liable in case of intent and gross negligence as well as for personal injury according to the provisions of law.
- 16.7 To the fullest extent permitted by law, DeepCloud disclaims all liability for slight negligence or for its vicarious agents.
- 16.8 Otherwise, DeepCloud's liability in the event of any direct damage, losses, or other costs is limited to a maximum of the Owner's semi-annual compensation amount (prior to the occurrence of damage).
- 16.9 The liability of DeepCloud for indirect damages, for example indirect consequential damages such as downtime costs, additional costs, loss of income or reputation, damage to reputation, other indirect losses such as the loss of documents or data in whole or in part, damage due to blocking, faults, or interruptions of availability, claims or consequential costs for expenses, third-party claims and loss of reputation, or loss of profit is excluded as far as legally permissible.

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- 16.10 Special liability rules apply to DeepSign: If a Certification or Trust Service provider or DeepCloud, respectively, informs the Signatory immediately prior to creation of a signature about a transaction limit for legal transactions with cash payments, and if this transaction limit is apparent to third parties, e.g., it is indicated in the certificate, then the individual Certification or Trust Service provider or DeepCloud, respectively, are not liable for damages that have occurred in case of use of the services going beyond these limits. Deep Cloud is not liable to the Owner or Signatory, respectively, for the proper functioning of third-party systems, particularly not for the hardware and software used by them or for the Certification Service of a third-party provider. In no case will liability be provided vis-à-vis the Owner or Signatory, respectively, for damages arising from non-compliance or exceeding existing restrictions on use or selection of the incorrect electronic signature or Signatories.
- 16.11 Claims of any kind must be asserted by the Owner within six months after the occurrence of damage.
- 16.12 As far as legally permissible, these exclusions and limitations of liability shall apply to contractual as well as non-contractual claims of the Owner.
- 16.13 Any no-fault liability on the part of DeepCloud is hereby excluded. DeepCloud shall not be liable for faults beyond its reasonable control, in particular for security flaws and operational failures of third parties with whom it cooperates or on whom it is dependent. Deep Cloud assumes no warranty, guarantee, or liability for hardware, products, or additional services of third parties that are integrated when using the Applications. Deep Cloud is not party to the legal relationship that exists between the Owner and any third party.
- 16.14 Existing mandatory statutory liability rules based on product liability laws, consumer protection laws, ZertES, or eIDAS Regulation as well as their implementing acts and regulations are excluded from these limitations and exclusions of liability. In such cases, any limitations and exclusions of liability provided in these provisions shall apply.
- 16.15 The Owner is specifically liable and indemnifies DeepCloud against any claims (including claims, damages, loss of profits, legal defence costs, etc.) in connection with the use of the DeepBox account as well as the Applications based on the fact that the Owner or their Users violate applicable laws and regulations, public policy, these GTC or contractual provisions of third-party providers, third party rights, including their intellectual property or data protection rights, or an unauthorised third party uses the DeepBox account or the Applications using the access data.

17. Data Protection and Confidentiality

- 17.1 The parties agree to comply with the provisions of relevant data protection laws, in particular to keep confidential, protect, and use any personal data that may become known during the performance of the contractual services exclusively for the purpose for which they were disclosed.
- 17.2 To the extent that DeepCloud stores (e.g., in the context of hosting) or has access to (e.g., in the context of support) the Owner's personal data when using the Applications, DeepCloud is a commissioned data processor for the Owner within the meaning of data protection provisions, and the Owner is the controller. By accepting these General Terms and Conditions, the Owner also accepts the provisions of the Data Processing Agreement (DPA) with its [Appendix](#) (list of "Additional Commissioned Data Processors") in its current version. The Owner shall indemnify DeepCloud against any third-party claims (including those of data subjects) in the event of infringements of the law, unless DeepCloud is responsible for such infringements within the scope of its liability limits.
- 17.3 DeepCloud may at any time engage third parties at any time for the proper performance of its obligations. These commissioned data processors are 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 can take place in Switzerland or in an EU or EEA Member State, whereby an adequate level of data protection is guaranteed. For data processed outside these countries, DeepCloud provides appropriate safeguards such as the completion of standard data protection clauses or DeepCloud will ensure consent is obtained for data to be transferred abroad. DeepCloud will provide information about its commissioned data processors on request.
- 17.4 With some DeepBox services, information can be exchanged with or between systems of a third-party provider or content can be synchronised with them. The parties involved are expressly permitted the necessary accesses, the exchange between the respective systems as well as the processing of the contents. Personal data as well as transaction data may be transmitted and processed for the purpose of using the DeepBox account or the Applications. The Owner hereby expressly agrees to this and shall ensure that affected persons are informed of and any necessary consents are obtained from them for such data processing.
- 17.5 DeepCloud and vicarious agents used by it shall not be deemed its vicarious agents (*Hilfspersonen*) in the sense of criminal law with regard to duties of confidentiality under special laws applicable to the Owner, and they are only responsible for compliance with such provisions when this was explicitly agreed upon.
- 17.6 How DeepCloud itself processes data as the data controller is described in its [Privacy Policy](#) on its website. The currently published version shall apply.
- 17.7 Information marked as confidential or secret by DeepCloud or information that can be recognized as confidential or secret from the circumstances is to be considered a business and trade secret of DeepCloud and to be kept confidential. The Owner shall not use such information for their own purposes, transfer it to unauthorized third parties in whole or in part, provide it, or otherwise make it available.

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18. Data security

- 18.1 The DeepBox accounts, the Applications and any additional services from third-party providers are used via the Internet and thus accessible to everyone via an accessible network. State-of-the-art encryption mechanisms are used for data transmission. However, it cannot be completely ruled out that transmitted data may nevertheless be viewed by unauthorized persons. Certain technical features of the connection set-up (such as IP addresses) are not encrypted. With knowledge of this data, localisation and thus a conclusion about an existing relationship to the Owner or User is possible. The Owner further acknowledges that data may be transmitted across borders without checks, even if the sender and recipient of the data are located in Switzerland.
- 18.2 DeepCloud shall use appropriate technical and organizational measures, which are especially appropriate to the state of the art, the type, and extent of the data processing when using the applications as well as possible risks involved with their use. This includes the use of security measures such as firewalls or antivirus programs to protect the Owner's data. All communication that takes place through DeepCloud or by means of software used by DeepCloud is only carried out through protected communication channels wherever possible. DeepCloud may carry out checks at regular intervals with regard to possible threats to data security.

19. Customer satisfaction, promotional measures

- 19.1 DeepCloud is interested in the satisfaction of its customers. For this reason, DeepCloud can inquire by e-mail or in electronic form whether the Applications can be used satisfactorily or provide the customers with information concerning the Applications, such as information about maintenance, new features, or possible uses. It is possible to opt out of receiving this information at any time by sending a message to DeepCloud.
- 19.2 DeepCloud is entitled to send the Owner, even without the Owner's consent, information on its own similar contractual products or the Applications or the additional services used via the DeepBox account by e-mail or post or to contact the Owner by telephone. DeepCloud has a legitimate interest in contacting the Owner for advertising purposes. The Owner has the right to object to the sending of such information or telephone inquiries at any time. Unsubscribing can occur by using the unsubscribe link in the e-mail or an objection can be declared directly to DeepCloud.
- 19.3 If consent to receive an individual newsletter was given by clicking on the check box when registering for a DeepBox account or an Application, then registration for this takes place by means of a double opt-in procedure. This means that after entering their e-mail address, the Owner or User first receives a confirmation e-mail with a link. The Owner or User will only be registered to receive personalized newsletters after they have confirmed their e-mail address. DeepCloud or the senders named when registering for the newsletter may send these newsletters, for which purpose the confirmation of newsletter registration, the e-mail address and the name are passed on to these senders in the latter case.
- 19.4 An individual newsletter is based on the specific interests of the recipient, which is possible by evaluating click behaviour after registration for the newsletter and is linked to the recipient's other data, which is why the individualisation of the newsletter is possible and continuously improved. Further information on data processing can be found in DeepCloud's [Privacy Policy](#).
- 19.5 DeepCloud may transfer contact details of the Owner to partner companies of DeepCloud, companies of the Abacus Group (listed under <https://www.abacus.ch/en>) in Switzerland or Germany, to Swiss21.org AG and to partner companies of the Swiss21.org portal (listed at <https://swiss21.org/partner/>). Advertising occurs in accordance with legal requirements.
- 19.6 The Owner can revoke a given consent at any time by using the contact information in the legal notice of the website or by clicking the unsubscribe link in a newsletter. DeepCloud will then remove them from the advertising (e.g. from the newsletter mailing list). Further processing of the Owner's data may still be possible insofar as use of this data is still possible or permitted by law.

20. Duration and termination

- 20.1 This Agreement shall become effective upon acceptance of these GTC by the Owner upon registration for a DeepBox account or activation of a DeepBox service. The contractual relationship with DeepCloud shall be concluded for an indefinite period of time.
- 20.2 The Owner may terminate use of the DeepBox account and all DeepBox services activated therein at any time by closing its DeepBox account. The system issues a warning with a note. If the Owner then confirms the deletion, the DeepBox account will be deactivated through a soft delete process. The Owner has the opportunity to reactivate the DeepBox account within 30 days so that the access to the DeepBox and its contents can be restored. After that time, there is no longer any possibility of restoring the contents since they are deleted no later than upon expiration of existing backup periods. Individual DeepBox services can be terminated at any time by deactivating them.
- 20.3 DeepCloud may terminate the contractual relationship with a notice period of 3 months effective at the end of the month. DeepCloud can terminate specific DeepBox services that are dependent on third-party services or are provided by third parties at any time when justified reasons exist.
- 20.4 Termination of the contractual relationship does not give the Owner the right to a refund of any compensation already paid. Even in the event of termination during a current month, the entire month is still owed as compensation. All receivables due shall be paid.
- 20.5 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 DeepBox account or an Application, any breach of the existing contractual provisions by the Owner or their Users, as well as insolvency, bankruptcy or petition for debt moratorium of the other party.

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- 20.6 At the time of termination of the contractual relationship, DeepCloud will block access to the DeepBox account, terminate use of the Applications, and cease technical communication with third-party applications such as the Owner's Abacus Business Software or with services from third-party providers. DeepBox services that are deactivated individually shall be blocked immediately. This means in particular that all pending business cases or services as well as any associated status messages and information are no longer transported, executed or available.
- 20.7 The Owner is solely responsible for planning the termination of use of the DeepBox account and the Applications. The Owner shall back up its data files on its own responsibility in good time before termination and delete corresponding data or hereby authorises DeepCloud to delete the data upon termination of the contractual relationship. Where appropriate, the customer will commission DeepCloud to perform data backup before contract termination. Access to the Owner's content or databases located in the DeepBox is excluded after termination of the contractual relationship since they have been deleted no later than upon expiration of the provided soft delete process or upon expiration of the backup periods. Data that DeepCloud is legally or contractually obliged to store for a limited period of time, and data for whose storage by DeepCloud justified reasons exist, as well as data that is still needed for the invoicing or collection of the services provided or due to interests in securing evidence, shall be excluded from the deletion.
- 20.8 The Owner shall create an archiving plan in a timely manner prior to any possible contract termination in order to be able to satisfy, for instance, requirements under social insurance law and tax law. DeepCloud reserves the right to invoice for its services as part of the implementation of such an archiving plan or as support in case of contract termination according to its hourly rates applicable at any time.
- 20.9 In case of termination of complex DeepBox accounts, the Parties can cooperate for the purpose of orderly data transfer regardless of the reason for contract termination. DeepCloud shall support the Owner in the necessary termination actions in this case, as needed and for separate remuneration, including any necessary preparations for migration of the DeepBox. The Owner, for their part, agrees to inform DeepCloud of their expected future support needs in good time prior to the end of the contract so that DeepCloud can carry out the corresponding planning. The Owner shall pay for the services to be provided by DeepCloud in this context according to its hourly rates applicable at any time.

21. Other Provisions

- 21.1 DeepCloud is entitled to change these GTC, the scope of use of the Applications as well as their prices at any time and will give notice of any changes at least one month in advance in writing or by other means (e.g., within the DeepBox account, by message in the Owner's DeepBox, or by e-mail to the e-mail address provided by the Owner). They shall be deemed approved if the Owner does not terminate the contractual relationship in writing within one month's time of notification of the changes, or object to the changes in writing. A (simple) electronic signature is sufficient to comply with the requirement of written form in this contractual relationship. Any objection shall be deemed notice of termination of the contract and automatically leads to its cancellation. In the event of a change, the Owner has no claims against DeepCloud. Price adjustments shall take place at the beginning of each calendar month.
- 21.2 The Owner may not transfer any rights from this contractual relationship to third parties. DeepCloud is entitled to transfer all rights and obligations from this contractual relationship to third parties. The Owner hereby agrees to a possible assignment or transfer of these rights and obligations.
- 21.3 Any general business or license terms and conditions of the Owner are excluded.
- 21.4 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 shall apply in the event of a gap in the Agreement.
- 21.5 All legal relationships in connection with these GTC and all entrepreneurs are subject to Swiss law to the exclusion of the conflict of law rules and the Vienna Convention on Contracts for the International Sale of Goods. Otherwise, the mandatory provisions of law of the EU state in which the Owner has its customary abode in the EU, insofar as the Owner is a consumer.
- 21.6 Without prejudice to mandatory jurisdictions, the City of St. Gallen shall have exclusive jurisdiction for all disputes arising from or in connection with these GTC.
- 21.7 These GTC are available in different languages. In case of discrepancies or contradictions, the German version shall prevail.