

General Terms of Use of DeepCloud Corporation for authorized users (July 2024)

1. General information

- 1.1 These are the General Terms of Use (**GTUs**) of DeepCloud Corporation, Abacus-Platz 1, 9300 Wittenbach, Switzerland (**DeepCloud**) for the use of DeepServices services by authorized users (**Users**). Their use is subject to acceptance of the following provisions and acknowledgement of the Privacy Policy.
- 1.2 Users hereby accept these GTUs and have the necessary capacity to act and to contract or, if minors, have the required consent of their parents or legal guardians.

2. Using DeepServices as an Authorized User

- 2.1 A User can use a DeepService after receiving an e-mail invitation from a DeepBox account holder or other authorized User (**Inviter**). The User is aware of the respective functionalities and acknowledges them as proper, appropriate and suitable for the desired use.
- 2.2 With DeepSign, the Inviter invites the User to enter a Simple Electronic Signature (**SES**). The Inviter defines the type of signature for the signature process. DeepCloud has no control over that choice. The User can view in advance the document to be signed and then sign or refuse to submit the signature within the time limit indicated in the invitation e-mail. Once the SES has been submitted, the document can no longer be modified. The Inviter can set a signature process sequence, determine whether the User can add annexes prior to signature (not until then will the signature process be launched), define the User as an observer of the signature process or allow the User to interrupt the signature process. Once the SES has been submitted, the participants will be informed by e-mail that the signed document will be available for downloading for a specific time. After that, the document can no longer be retrieved, since it is deleted in DeepSign according to specified time limits. Users themselves are responsible for storing the signed documents.
- 2.3 DeepSign integrates trust services for the EES in the form of qualified electronic time stamps. The terms of use of these trust services apply to these time stamps, which can be viewed [here](#) and [here](#).
- 2.4 DeepCloud may at any time engage third parties for the proper performance of its obligations, which the User hereby authorizes.

3. Scope of use of DeepServices

- 3.1 DeepCloud provides the User with DeepServices in the form of web-based applications (**Application**), each of which has different functionalities. This includes all necessary processing operations, for which DeepCloud provides the required infrastructure (such as hardware and software).
- 3.2 Entering an SES with DeepSign involves a certification service that provides the necessary electronic timestamp for the User's SES, for which the necessary information is transmitted to the User.
- 3.3 DeepCloud stores and uses all the information necessary in order to be able to provide the DeepServices properly.

4. Intellectual Property Rights, Right of Use

- 4.1 All intellectual property rights to the DeepServices (including the software used for this purpose), to content, texts, images, photographs, videos, logos, or other information of DeepCloud, including its websites, belong exclusively to DeepCloud or the relevant rights holders.
- 4.2 DeepCloud grants the User a right of use of the DeepService used that is non-exclusive, non-transferable, non-assignable, and limited in time and space.
- 4.3 The written consent of DeepCloud or of the rights-holder must be obtained in advance for any further use of any intellectual property rights.

5. Obligations of the Users

- 5.1 Users are responsible for the lawful use of the DeepServices. In particular, Users have the following obligations:
- 5.2 Users shall provide a sufficient connection/bandwidth and other technical requirements to enable using the DeepService. Users are responsible for ensuring that the network operator provides the necessary range of services to use the DeepServices and that the required hardware and software are available.
- 5.3 When using a DeepService, Users shall take appropriate security precautions to ensure state-of-the-art protection against misuse for their systems and minimize the risk of unauthorized access.
- 5.4 When using DeepSign, Users themselves shall check whether the SES is the right type of signature for them to sign a document. Users shall decide, under their own responsibility, which documents they reject, sign, release and store. Users hereby acknowledge that the SES is not legally equivalent to a handwritten signature or a qualified electronic signature.
- 5.5 The User is the owner of the e-mail address required for the use of a DeepService, is solely authorised to use it and adequately protects access to it against unauthorised access. Users shall promptly inform DeepCloud of any unauthorized access to their e-mail address in connection with using a DeepService.
- 5.6 The Users shall promptly inform DeepCloud (by sending a message to DeepCloud Support) in case of disturbances in using the DeepServices or suspicions of misuse.
- 5.7 The Users shall not use the DeepServices in any way contrary to these GTUs, current laws, or good ethics. Users shall comply with the relevant statutory provisions and decide for themselves whether the data security provided by DeepCloud is adequate for them.
- 5.8 When using DeepServices, the Users are responsible for data backup (such as the storage of a signed document).

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6. Breaches of Obligations

- 6.1 DeepCloud may monitor the use of the DeepServices in order to protect itself against non-contractual or unlawful use.
- 6.2 In justifiable cases (e.g. suspicions of breaches of obligations by the User), DeepCloud is entitled to limit access to the DeepServices in order to interrupt or terminate such use and to delete documents. In such a case, the User shall not be entitled to any claims against DeepCloud (including for damages).

7. Warranty and Liability

- 7.1 DeepCloud shall provide the DeepServices faithfully and carefully in accordance with these GTUs. The services are provided "as is". All further guarantees for the use of the services are hereby excluded to the extent permitted by law.
- 7.2 DeepCloud endeavours to achieve the highest possible availability of the DeepServices at all times and takes due care to this end. Notwithstanding the foregoing, undisturbed availability cannot be guaranteed.
- 7.3 DeepCloud hereby excludes all liability (including for vicarious agents and subcontractors) to the extent permitted by law. The foregoing disclaimer also applies to any contractual and extracontractual claims of the User. All claims shall lapse within 6 months.
- 7.4 DeepCloud disclaims all liability if the User fails to sign the documents or to do so in a timely manner or uses a false electronic signature.

8. Data Protection

DeepCloud undertakes to comply with the relevant data protection provisions. Information about data protection is available on the DeepCloud website. The currently published Privacy Policy shall apply at all times.

9. Other Provisions

- 9.1 DeepCloud is entitled to modify these GTUs and the scope of use of the DeepServices at any time and will make any such modifications known.
- 9.2 The User may not transfer any rights from this user relationship to third parties. DeepCloud is entitled to assign or transfer all rights and obligations from this user relationship to third parties. The User hereby consents to the possibility of an assignment or transfer of these rights and obligations.
- 9.3 In the event that individual provisions of these GTUs 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.
- 9.4 Swiss law will apply to the exclusion of the provisions of private international law and the Vienna Convention on Contracts for the International Sale of Goods. Obligatory EU consumer law shall also apply to Users who are consumers and have their ordinary place of residence in the EU.
- 9.5 Without prejudice to mandatory jurisdictions, the City of St. Gallen shall have exclusive jurisdiction for all disputes arising from or in connection with these GTUs.
- 9.6 All references to persons are to be understood as gender-neutral.
- 9.7 These GTUs are available in a printable format and in a variety of different languages. In case of discrepancies or contradictions between different language versions, the German version shall prevail.