

**Terms of Use of DeepCloud AG, Abacus-Platz 1, 9300 Wittenbach, Switzerland
when using the DeepValidator (July 2025)****1. Preamble**

These Terms of Use (ToU) of DeepCloud AG (DeepCloud) apply when using the DeepValidator in the web edition. By using the DeepValidator, the user agrees to these ToU.

2. Subject matter of the contract

- 2.1. The DeepValidator can be used to check signatures or seals of a file (such as issuance by a recognised certification authority, presence of a qualified time stamp, changes to the file since the signature or the seal was created, revocation of the certificate).
- 2.2. Only the file types and signature or seal types authorised in DeepValidator are checked. To do this, the user sends the file to be checked to DeepCloud and receives a test report after the check.
- 2.3. Only the existing signature or seal details at the time of the check are validated. The result is based exclusively on the verification of certificates issued by recognised certification bodies. Validation depends on whether the information services required for the check are available and technically compatible.
- 2.4. The test report provides information on whether the electronic signatures resp. seals in the file are qualified electronic signatures resp. qualified electronic seals in accordance with the eIDAS Regulation or regulated electronic seals (with authority certificate) in accordance with ZertES. For documents signed before 1 January 2017 without a qualified time stamp, the time of signature and the revocation status of the certificate cannot be confirmed with complete certainty. There are also restrictions for seals with an authority certificate issued before 15 June 2022.
- 2.5. To ensure traceable time data, all times shown in the test report are adjusted to the browser time of the person carrying out a check. These times may differ from the original local time (time zone) of the person signing or sealing the document.
- 2.6. It is also possible to check signatory authorisations and the scope of signatory authorisation using DeepInfos. Only the authorised signatories of companies and their authorised persons who are registered in the commercial register at the time of the check are considered. Authorisations to sign, such as powers of attorney, which are not registered in the commercial register or companies which are not registered there will not be checked. Earlier or mutated commercial register entries cannot be displayed, either. This means: if the signature was made at an earlier point in time than at the time of the check, other signatory authorisations may have existed.
- 2.7. In the web edition of the DeepValidator, no discreet verification of the signature or seal is possible, i.e. only the transmission of the hash value of the electronic signature or seal for verification.
- 2.8. Both the file and the test report are deleted after verification and display in DeepCloud. There is no monitoring of the use of the DeepValidator, so that no support can be provided by DeepCloud with regard to any validation.
- 2.9. System logs may be created with metadata for the purpose of troubleshooting, which are stored for the duration of the analysis and then automatically deleted.

3. Warranty and Liability

- 3.1. DeepValidator is made available "as is". There is no guarantee of constant availability. DeepCloud accepts no liability for the accuracy of its own or third-party information or for the immutability of the test report after storage, printing or electronic transmission.
- 3.2. DeepCloud excludes - as far as legally permissible - any warranty and liability when using the DeepValidator.
- 3.3. The user will not transmit any files and information violating any existing laws.
- 3.4. The information from DeepInfos (for checking of signatory authorisation) makes no claim as to completeness, accuracy, appropriateness or timeliness. There is no warranty or liability on the part of DeepCloud with regard to their content. Use is at your own risk. If necessary, legal advice or further information obtained from other sources should be sought, such as from the public commercial registers.

4. Data protection, confidentiality, secrecy

- 4.1. DeepCloud undertakes to comply with existing data protection laws and to maintain confidentiality with regard to the documents, files and information transmitted. For this purpose, it has taken appropriate technical and organisational measures.
- 4.2. When using the DeepValidator, the file and the information provided for checking the signature resp. the seal are automatically exchanged between the DeepValidator web edition and the DeepCloud systems. To validate the certificate, the document itself will not be transmitted; instead, a unique serial number of the certificate will be transmitted and queried with the respective certification service which has issued the certificate to determine whether the certificate is valid or has been revoked.
- 4.3. DeepCloud may integrate contracted service providers to provide the DeepValidator (verification, support). These were carefully selected. They receive data to the extent necessary to perform the specific task. If data is transferred abroad (such as to a certification service within the EU), an appropriate level of data protection is ensured.
- 4.4. When using the DeepValidator, the user checks himself whether he may transmit the file to be checked and the information provided to DeepCloud or whether this should be prohibited due to legal or contractual regulations (confidentiality obligations such as official, banking or other professional secrets, trade and business secrets, data protection regulations, classification of information as secret or confidential, etc.).
- 4.5. The use of the DeepValidator is technically monitored by means of a captcha to ensure its quality and to protect it from misuse.

5. Other Provisions

- 5.1. Copyright and all other rights to DeepValidator belong exclusively to DeepCloud or its licensors. For the reproduction of any elements, the written consent of the rights holders must be obtained in advance.
- 5.2. Swiss law applies. The place of jurisdiction is the registered office of DeepCloud.
- 5.3. These ToU are available in a printable format. They are available in various languages. In case of discrepancies or contradictions, the German version shall prevail.