

Legal Definitions

DSwiss AG
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Version 1

Legal Definitions

Every effort has been made to keep the language simple and comprehensible. However, due to the subject matter, certain provisions necessitate legal terminology to ensure precision and clarity.

The following definitions are provided to facilitate the understanding of terminology used for all documents provided by DSwiss. For practical purposes, all references to singular terms shall be deemed to include the plural, and vice versa.

Administrator means the person that administers, governs or controls the Services for the Customer.

Agreed Start Date means the specific date on which both Parties mutually have agreed that:

- a) The delivery and/or execution date for Knowledge-based Professional Services; and/or
- b) The Platform based Professional Services shall start execution, and/or;
- c) c) The SaaS Services are to be available to the Customer.

Agreement means the entire contractual understanding between the Parties, comprised of (1) the General Terms and Conditions and its Annexes, (2) the Service Orders, and (3) the Data Processing Agreement.

Applicable Data Protection Laws means the data protection laws the Parties agree to be compliant with, including but not limited to the General Data Protection Regulation (GDPR) and the Swiss Federal Act on Data Protection Law.

Billing Frequency means the interval of time between invoices issued to the Customer by DSwiss.

Business Hours means the timeframe during which DSwiss employees work and respond to Customer's Support Requests.

Effective Date means the date the Agreement has been signed with the binding signature on the Service Order.

Confidential Information means any information that the disclosing party provides or has already provided to the receiving party, regardless of whether such information is or has been disclosed in writing, orally or otherwise by the disclosing party to the receiving party.



Not to be considered Confidential Information is information that: a) was already or is in the public domain at the time of disclosure due to circumstances that did not constitute a breach of the Non-Disclosure Agreement or a non-disclosure agreement with a third party; b) the Receiving Party already knew before it was disclosed to it by the Disclosing Party; or c) the Receiving Party developed independently without using Confidential Information.

Contract Terms means specific timelines that have been agreed on by the Parties such as Initial Term, Notice Period or Renewal Term.

Customer means the legal entity or the natural person that purchases SaaS or Professional Services and appears on the Customer account, the invoices and in the Service Order.

Customer Support means the reactive response by the Customer Support Team to a Customer Support Issue submitted by a Customer via the Customer Support Contact Form.

Customer Support Request means the contacting of DSwiss by the Customer for Support regarding the Services the Customer has purchased

Data Processing Agreement means the data processing agreement between the Parties.

Data Subject means individual whose data is being processed.

Downgrade means the reduction from a higher tier Product or Support setup to a lower tier within the designated Agreement. A Downgrade is distinct from a termination.

Downgrade Service Order means the new Service Order the Parties sign if the Customer requests a Downgrade.

Downtime means the period in which Products Services of DSwiss are unavailable and not responding to Customer's requests. Maintenance Downtimes, whether planned or emergency-based, and Downtimes caused by the Customer, are not included in the Downtime calculations.

DSwiss means the company DSwiss AG with its place of business at Badenerstrasse 329, 8003 Zürich, Switzerland, with the commercial number CH-020.3.029.787-6 and the VAT-number CHE-112.888.238.

Emergency Maintenance Window means the period during which DSwiss performs irregular, ad hoc maintenance to the Product Services for the reasons of performance



and security. The notice period for Emergency Maintenance Windows is, to the extent possible, set at twenty-four (24) hours in advance.

End User means customer of the Customer as well as employees, agents, and consultants of the Customer that use Services of DSwiss.

Fee means the price that the Customer is charged for the setup, subscription, usage, and/or the general provisioning of the Services provided by DSwiss.

General Terms and Conditions means the provisions in this document including the Annexes that Customers must accept to receive Services from DSwiss.

Initial Term means the first period after the Agreed Start Date during which this Agreement shall remain in effect without any termination excluding a termination for cause.

Knowledge means the expertise or communication of information.

Maintenance Window means the period during which DSwiss performs regular maintenance to the Product Services for reasons of security, performance, or feature changes. The Notice Period for Maintenance Windows shall be at least one (1) week in advance.

Malicious Software means any software, program, code, script, or other material that is designed or intended to disrupt, damage, harm, or gain unauthorized access to systems, networks, or data. This includes, but is not limited to, viruses, worms, trojan horses, spyware, adware, ransomware, and any other harmful or intrusive code or content.

Measuring Period means the time frame in which the Product or Support Availability is measured. The Measuring Period is set at one calendar month.

New Business Service Order means the Service Order signed by both parties for the Initial Term of the Agreement. The New Business Service Order constitutes the legal foundation of this entire Agreement. The Parties may amend the New Business Service Order by executing a new accompanying Service Order which may effectuate an Upgrade or Downgrade of the Services provided.

Non-Disclosure Agreement means an Agreement where the Parties agree to not disclose Confidential Information that was shared between the Parties for the purpose of the business relationship.

Notice Term means the specified time required to terminate the Agreement or make changes to the Agreement, e.g. Downgrade.

Party means the individual or corporation that concludes this Agreement with DSwiss, as well as DSwiss.



Payment Collection Method means the process by which the Parties initiate the transfer of funds from the Customer to DSwiss. This can either be automated or in remittance.

Payment Method means the options of payment the Customer can choose for purchasing Services, e.g. Credit card, direct debit, bank transfer, PayPal, etc.

Payment Term means the duration of time during which the Customer is obliged to pay the invoice.

Personal Data means information that relates to an identified or identifiable individual.

Plan means the packaging model DSwiss uses for its Product and Support.

Platform means technology or software.

Premium Fee means the Fee that is paid for the receipt of Professional Services.

Product means DSwiss' standard Platform based solutions for the secure exchange and storage of data.

Product Availability means the accessibility and operational functionality for the Product's intended purpose.

Product Services means Services by DSwiss including standard Platform based solutions that cover the secure exchange and storage of data.

Professional Services means non-recurring discretionary Services outside the SaaS Services as set forth under Section 5.2.

Renewal Term means the additional period during which the Agreement remains in effect following the expiration of the Initial Term, as mutually agreed upon by the parties under Section 10.2

Response Time means the period of time elapsed between a Customer's enquiry and the time a DSwiss employee acknowledges the request.

SaaS Services means Services that DSwiss grants the Customer under the mechanism of a subscription.

Security Measures means the technical and organizational measures DSwiss ensures to follow to protect Customer's data while processing it.

Service Credit Claim means the remedy the Customer can request in the event of DSwiss not meeting the guaranteed Product Availability provided.



Service Credit means the mechanism by which the Customer will be compensated for any breaches of the Service Level Agreement.

Service Level Agreement (or SLA) means the service level agreement between the Parties.

Service Order means the relevant order that shall be executed which is accepted in writing by both Parties. It includes the purchased Services DSwiss is obliged to deliver and the agreed Fees the Customer is obliged to pay.

Services means both SaaS and Professional Services DSwiss offers to Customers for a Fee.

Setup Fee means the fee the Customer pays for the setup of the Service by DSwiss on Customer's premise.

Subcontractor means a third party external entity that DSwiss consults to maintain the performances set forth in this Agreement.

Subscription Fee means the fee the Customer pays regularly for the SaaS Services provided.

Subsidiary Company means a company that is owned and/or controlled by DSwiss. The Subsidiary Company in this Agreement has its place of business at Beloura Office Park, Ed. 3 - Escritório 1, Quinta da Beloura, 2710-693, Sintra, Portugal.

Substantial Impairments means significant limitations and/or disruptions that negatively affect the Customer's ability to perform his business with the Services provided by DSwiss.

Support means the assistance DSwiss provides to the Customer regarding Services under the Agreement.

Support Availability means the different accessibilities and responsiveness of Support that DSwiss provides to the Customer.

Support Services means Knowledge based Services that aid the Customer in using the Product Services they purchased.

Upgrade means the increase from a lower tier Product or Support setup to a higher tier within the designated Agreement.

Upgrade Service Order means that an existing Service Order is changed by such Upgrade Service Order, which must be signed by both Parties in order to be valid. The Upgrade Service Order shall not replace but amend the existing Service Order and form an integral part thereto.



Usage Fee means the fee the Customer pays for each use of the Service.

Warning means a formal notification issued by DSwiss to the Customer that is in breach of the obligation to make payment pursuant to an invoice, indicating the failure to fulfill payment obligations and the potential consequences for continued noncompliance.





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