

Terms of Use / Service Level Agreement **AndDan GmbH** for the use of **CleverMate** (smartphone application and website)

1. Foundations and Applicability

The present terms of use / service level agreement shall apply to the contractual relationship between customer and AndDan GmbH regarding the use of the CleverMate app.

If a provision of the present terms of use / service level agreement is or will become void or unenforceable, the remaining provisions shall remain unaffected.

The general terms and conditions published on AndDan GmbH's website shall also be an integral part of the agreement.

2. General Framework

AndDan GmbH provides the customer with an access to CleverMate. The access will be given via the internet in an encrypted form (SSL).

The customer shall be in charge of his own infrastructure (internet access, web browser).

3. Use of the System

The system can be used web-based or via smartphone app. AndDan GmbH specifies the compatible browser and operation system. By using the system, the customer accepts the present terms of use.

The customer may only use the system for the intended purpose. Any other use, particularly for illegal purposes, will lead to immediate blocking of the system. AndDan GmbH dismisses any liability to the customer or third parties.

4. Order Process

The customer can sign up independently. On the platform or via email, he can order chargeable services independently. The order shall be deemed to be binding and placed upon the closing of the order.

AndDan GmbH reserves the right to check the customer's solvency. AndDan GmbH will inform the customer in writing in case the business relations are rejected.

The customer can modify his subscription independently at any time. In case the subscriptions are reduced, the provisions for cancellations shall apply.

5. Cancellation of chargeable offers

The contract for the use of the application CleverMate can be concluded for a limited or an unlimited period. If the customer does not make any specifications, the contract will be concluded for an unlimited period.

All agreement may be cancelled by both parties at any time. Any cancellation shall be in writing and communicated 30 days in advance. The termination date will be the last day of the respective month. Payments already made will not be refunded.

6. Prices and Conditions

The current prices published on the website anddan.ch at the time of the order placement shall be binding upon the customer.

AndDan GmbH may change prices. The customer will be informed about any price changes 30 days in advance. Changed prices will apply to the following settlement.

7. Invoicing

The costs will be invoiced monthly. For amounts of less than 50 CHF, AndDan GmbH reserves the right to transfer them to the following month instead of charging the amount separately. The parties may agree upon other billing cycles.

The respective monthly fee will be invoiced entirely. The current month will also be invoiced entirely at the beginning of the subscription.

8. Availability of Services

In general, the services will be available 24/7.

Planned maintenance will be performed between 10.00 pm and 4.00 am without prior notice. Any urgent or safety related maintenance may be performed at any time.

AndDan GmbH cannot assure 100% availability of the system since it has no influence on disturbances or unplanned interruptions.

9. Support Services

Support services are not included in the subscription fees. Therefore, the customer cannot claim support services from AndDan GmbH. However, the customer has the opportunity to place support requests in writing. The customer shall be invoiced for any expenditures.

10. Data Security und Backup (Regarding the Cloud)

All servers are operated in Switzerland (without the update servers). Therefore, the data privacy laws of Switzerland shall apply (Bundesgesetz über den Datenschutz).

AndDan GmbH creates backups continuously in case of a disaster. However, AndDan GmbH will not be liable for any data loss.

CleverMate is a shared platform for multiple customers. The customer does not have a right to access or restore any saved data.

Furthermore, any liability for damages arising out of a third party's abuse of the infrastructure or unauthorised access shall be excluded. For instance, this shall apply to – but shall not be limited to – interventions caused by computer virus, DDoS attack or changes by hackers.

11. Immediate Termination of Contract

Any violation of the terms of use / service level agreement and the general terms and conditions will lead to an immediate termination of the contract and blocking of access. Any subscription fees already paid will not be refunded.

In case of delayed payment, AndDan GmbH reserves the right to block the access to the systems. If still no payment is made after a written reminder, the contract will be terminated immediately.

12. Validity

The terms of use / service level agreement shall apply from 1st May 2019 and substitute any previous versions before this date. AndDan GmbH may modify the terms of use / service level agreement at any time.