

Terms of Use / SLA

SUBRIS GmbH

for the EMS system from the Cloud or OnPremise

1. Basic principles and scope

These Terms of Use / SLA apply to the contractual relationship between the customer and SUBRIS GmbH with regard to the use of the EMS system from the cloud or on the customer's system (OnPremise).

Should any provision of these Terms of Use / SLA be or become void or unenforceable, this shall not affect the Terms of Use / SLA as a whole.

The general terms and conditions as published on the SUBRIS GmbH website are also an integral part of the contract.

2. General set-up

SUBRIS GmbH provides the customer with an EMS system consisting of a database and websites. Access is via the Internet and is encrypted (SSL), alternatively the customer may also operate the system themselves.

The customer is responsible for the infrastructure on the customer side (Internet access, web browser).

3. Order process

All orders must be placed via the ordering system on the subris.ch website or may be communicated via email. Upon completion of the purchase order, the order shall be considered as binding and approved.

SUBRIS GmbH reserves the right to carry out credit checks on customers. If a business relationship is declined by SUBRIS GmbH, this will be communicated to the customer in writing.

Within a period of 5 working days, the customer will be notified in writing (email) of their access data, or whether the business relationship has been declined.

The customer may order additional modules and services at any time by changing the number of licenses in the corresponding system. Regarding the return of modules and services, the provisions stipulated in the paragraph on terminations shall apply.

4. Termination

The contract regarding the purchasing of the EMS system may be concluded for a limited or unlimited period. In the absence of specific instructions from the customer, the contract shall be concluded indefinitely.

All contracts may be terminated at any time by either party. Notice of termination must be made in writing and must be communicated 30 days in advance; the date of termination shall be the last day of the month. Any payments already made will not be reimbursed. The data in the system on the SUBRIS GmbH cloud will be stored for another 30 days, after which the data will be irrevocably deleted.

5. Fees and terms

The fees valid at the time of the order and published on the subris.ch website shall be binding for the customer.

The fees stipulated by SUBRIS GmbH may be subject to change; these will be communicated to the customer in writing 30 days in advance. Changed fees will be applied as of the next settlement of accounts.

6. Invoicing

The costs for the corresponding modules are due in advance and shall be invoiced for a 3-month period. Different billing cycles may be agreed.

Monthly fees will be invoiced in full. Upon commencement of the subscription, the current month shall also be billed in full.

7. Service availability

Generally, the service shall be available 7x24h.

Planned maintenance work is carried out between 10 p.m. and 4 a.m. without notice. Urgent or safety-relevant maintenance work will be notified to the customer in writing and may be carried out at any time.

SUBRIS GmbH has no influence on malfunctions or unplanned interruptions and therefore cannot guarantee 100% availability in relation to the systems.

8. Use of the system

The use of the system is web-based. SUBRIS GmbH shall define which browsers and versions are compatible with the system. By using the system, the customer accepts these Terms of Use.

The customer must use the system for the intended purpose. Any other use, especially for illegal purposes, shall lead to an immediate blocking of the system. In this case, SUBRIS shall reject all liability claims against both the customer and third parties.

9. Support services

The subscription fees do not include support. The customer is therefore not entitled to support from SUBRIS GmbH, but they still have the option of submitting support requests in writing.

Support requests, which are not due to a technical error in the EMS system, will be billed to the customer. Change requests submitted by the customer in relation to the system shall always be billed to the customer.

Upon request, the customer may finalise a support agreement, which guarantees support availability.

10. Data security and backup (applicable to the Cloud)

All servers for the EMS system are operated in Switzerland (excluding update servers). The Swiss DSG (Federal Law on Data Protection) therefore applies to all data protection matters.

In the event of a disaster, SUBRIS GmbH creates backups of the data on a continuous basis. The maximum possible loss of data can therefore only amount to one day (night backup) and liability towards the customer is excluded.

The customer has no right to access or restore the stored data. If data has to be restored on behalf of the customer, the customer shall be charged for this.

Any liability for damage, which occurs as a result of third parties improperly using the infrastructure or gaining unauthorised access, shall also be excluded. This applies, for example, to interventions by means of computer viruses or DDoS attacks, as well as changes made by hackers, however, this is not a conclusive list.

11. Immediate termination of contract

Failure to comply with the Terms of Use / SLA, as well as the general terms and conditions, shall lead to the immediate termination of the contract and the customer will be blocked from the systems. Any subscription fees, which have already been paid, will not be refunded.

In the event of a payment default, SUBRIS GmbH reserves the right to block access to the systems. Should the customer fail to make payment even after an according written reminder, this shall lead to the immediate termination of the contract.

12. Validity

The Terms of Use / SLA are effective from May 1, 2019 and shall supersede all versions prior to this date. SUBRIS GmbH may amend the Terms of Use / SLA at any point.