

Terms and Conditions

PREAMBLE

These Terms and Conditions together with the documents referred to herein (hereinafter “**Terms**”) have been issued by Vereign AG, Kolinplatz 10, 6300 Zug, Switzerland (hereinafter: “**we**”, “**us**” or “**our**”).

These Terms cover all present and future features and services we are offering you while you are using Vereign for Outlook (MS Office 365) (hereinafter: “**Vereign Services**”). In particular we are providing your with an intuitive and tamper-proof verification of your emails. In case you are interested in more technical details you may turn to our Privacy Policy, which under clause III explains the involved technology and data flows in more detail (see <https://app.veraign.com/terms/veraign-privacy-policy.pdf>).

1. Conclusion of Contract

By installing an application, which is referencing these terms, you are confirming these terms and conditions. After the installation is completed, a contract between you and us is established under the conditions set out in the present Terms.

2. Payment

For using our Vereign Services, every user will enjoy one month of free trial period upon registration as such. After the applicable free period, you will be charged **0,99 Swiss Frank (CHF) per month** in advance or **9,99 CHF per year** in advance.

3. Termination

a) Your right of termination

You may at any time choose to discontinue using the Vereign Services with effect to the future. In such a case please write an email at [**termination@veraign.com**](mailto:termination@veraign.com) to cancel the subscription.

b) Our right of termination

In case due payment is not received two months in a row, we will block you from using the Vereign Services until you have paid the outstanding amounts.

Besides that we reserve the right to exclude you from using Vereign Services in case it is proven to our best knowledge that you are using Vereign Services for illegal purposes such as but not limited to multiple unsolicited messages (“spam”), fraud attempts or delivery of malware. You may reach out to us and ask for reactivation of your Vereign account during a period of three months, for such a reactivation please reach out by using termination@vereign.com.

We may also at any time choose to terminate your service contract with us for using the Vereign Services under consideration of a termination notice period of three months.

However, in any of these case where we either are terminating your service agreement with us or blocking you from using our Vereign Services, any of your already sent emails will continue to be verifiable by any recipients (and yourself) for a period of 10 years (starting with the date your respective email has been sent; further details regarding our retention periods are explained in our privacy policy <https://app.vereign.com/terms/vereign-privacy-policy.pdf>).

c) Waiver for refund of residual amounts

Given the low amounts of the monthly and yearly fees, you are waiving your right for refund of residual amounts, regardless of the reason for termination. That means after a termination, you will not receive a refund for already paid fees, even in case the period paid for has not elapsed fully yet.

4. Limited warranty

We endeavour to provide you with a high degree of availability of our Vereign Services. But we assume no warranty for the availability of uninterrupted and trouble-free Vereign Service. Overall we do not assume any warranty, to the extent permitted by applicable law and all our services are provided to you "as is" without warranty of any kind. Neither are any guarantees given by us regarding individual quality criteria, like for example the suitability for a particular use or purpose.

5. Liability

Any liability for indirect damages, which are not directly attributable to the damaging event, is excluded. However, we do acknowledge that we are liable for loss of profit, in case this particular kind of indirect damage demonstrably resulted from our gross negligence or even intent.

In case of simple negligence our liability for any kind of damage to property and pecuniary loss is limited per incident of damage to the remuneration we

have received from you throughout the last contract year and in any case shall not exceed CHF 15.000,00.

The limitation of liability, as stipulated in this clause 6, shall also be applicable in favour of our affiliated companies or sub-providers, in case you are raising claims towards these companies in the framework of the present Terms.

6. Licence, copyright and open source commitment

Any software component of our software stack we have developed in order to provide you with the Vereign Services (hereinafter “**Vereign Software**”) is copyrighted. But as far as legally feasible we will provide to you and all other interested parties our Vereign Software as well as its future developments as “free software” or “open source” and therefore under a license approved by the Open Source Initiative (OSI) and the Free Software Foundation (FSF).

The individual software licence terms and related mandatory references will be part of the respective source code.

7. Your Feedback

You are very welcome to offer us feedback about any Vereign Services consisting of, without limitation, your suggestions, comments, code or any other feedback (hereinafter: “**Feedback**”). If you provide us with any Feedback, you agree that we may freely use, disclose, reproduce, license and distribute your anonymised Feedback in particular in any kind of technology, specification or other documentation.

8. Privacy Policy

We recognize the importance of maintaining the privacy of personal data which we collect and processes in order to provide you with the Vereign Services.

Please find out more about our applicable Privacy Policy at

<https://app.veraign.com/terms/veraign-privacy-policy.pdf> .

9. Governing law and dispute resolution

These Terms are subject to Swiss law notwithstanding any principles of conflicts of law and under exclusion of the rules of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

For contracts with an objective which cannot be assigned to the customer's professional or commercial activity (contract with a consumer) Swiss law shall

only apply in as far as protection provided by mandatory provisions of the local law in the country in which the consumer usually resides has not been revoked.

If you are acting as a consumer with your habitual residence in an EU member state, you are also entitled to any mandatory provisions of the law of this state of residence. You may file any claim in connection with these Terms, which are based on consumer protecting norms, in your EU member state of residence. In particular we would like to refer you to a platform of the European Commission for online dispute resolution: <https://ec.europa.eu/consumers/odr>.

For consumers having their habitual residence in Switzerland, the place of jurisdiction shall be the Swiss domicile of the consumer.

In business dealings with merchants and legal persons under public law the place of jurisdiction for any legal disputes regarding these Terms and individual contracts concluded within their scope, including but not limited to bill of exchange and cheque lawsuits, shall be our registered office in Zug, Switzerland.

10. Entire agreement

These Terms (together with the documents to which it refers to) contains the entire agreement between you and us and/or our affiliates relating to the use of Vereign Services and shall supersede all previous agreements between you and us and/or its affiliates relating to it. You acknowledge that in agreeing to these Terms you have not relied on any representation, warranty or other assurance except those set out in these Terms.

11. Updates of these terms

We may update or amend these Terms to adjust to changes in the Vereign Service, to adhere to applicable legislation or to reflect economic necessities. As long as such amendments do not effect the overall contractual purpose and balance of the agreement, these amendments are deemed to be accepted by you, due to the fact that you continue the usage of our Vereign Services without raising an objection. For the avoidance of doubt, any (for an objective third party) surprising amendments shall not be deemed in line with the overall balance of the agreement and therefore shall not be effective against you.

As of October 2020