

# acteamo Terms of Use

(Version 1.00, September 2014)

Welcome to acteamo, a service provided by DATA CAVE SWITZERLAND AG (“we”). These Terms of Use describe how we deal with Registered Users and with Customers on acteamo and set out the rules that are binding between us and you with respect to acteamo (hereinafter “acteamo” or the “Service”). We love feedback. Please contact us at [feedback@acteamo.com](mailto:feedback@acteamo.com) with any input you may have with respect to acteamo or to these Terms of Use.

## 1 acteamo

acteamo is a collaboration and efficiency tool for businesses, hosted on servers that are located exclusively in Switzerland. Switzerland is a great and a secure place, not only for banks -- for data as well.

Registered Users may submit and upload documents, place comments and tags to objects or create and/or store other content, data or information (“Content”), all of which will be stored by us in acteamo at the direction of such Registered Users, and all of which may be shared and distributed by those Registered Users when using the tools and features that make acteamo the efficiency tool and fun place it actually is. acteamo enables Registered Users to interact and collaborate with one another and to be one step ahead when working as a knowledge worker. And among Registered Users, acteamo will help you reduce email load – or at least a healthy portion thereof. After a trial-period of usually not more than a month following registration we will ask Customers to pay Subscription Fees. As Customers pay for acteamo, acteamo is free for Registered Users.

We put a lot of effort into creating the Service including, the logo and all designs, text, graphics, pictures, information and other content (excluding your Content). This property (excluding your Content) is owned by us or our licensors and it is protected national and international laws, namely copyright laws.

## 2 Business Customers and Registered Users

We offer acteamo to business customers (“Customers”) so they can invite Registered Users to their workspace. Each workspace is dedicated to one Customer. Users like you who have received access credential from us and have confirmed them are “Registered Users”. As a Registered User, you can meaningfully use acteamo only if a business Customer has given you access to an active acteamo workspace. The fact that you are registering for acteamo means that there is at least one Customer’s workspace in acteamo you have been invited to or that you, as an administrator, register a workspace for a specific Customer. You can be invited to more than one workspace.

## 3 Your User Account

**User Accounts** are held by specific individuals. We save your data in your User Account. The User Account combines information that both you and we require to properly understand your rights as a Registered User of acteamo. A User Account is not transferable.

## 4 Your Contact Data

As a Registered User, you may use any name (real, fake or otherwise) for other users to see. Please note that we would, however, consider a breach of these Terms of Use if you posted on behalf of another person or entity you are not affiliated with, or if you otherwise misrepresented your affiliation with a person or entity. If you want to register as a Customer we need truthful information and an according agreement from you. You are required to keep up to date your data entered into the User Account. Please use the update features provided in your User Account to record changes in your information. In the event communication between you and us is not possible due to out-of-date, false, incomplete or incorrect contact information and therefore we are not in a position to provide the Services you may no longer use acteamo’s features (or may lose most of the benefits acteamo offers).

Customers must always provide their real name and details (for invoicing and payment purposes). We may need to ask a Customer for a tax ID in order to register.

## 5 Cancellation of Your User Account

You may at any time request us to delete your User Account by using the respective feature within acteamo. Deletion of your User Account may not involve deletion of Content another Registered User already has lawful access to. We reserve the right to delete your User Account if you have not used it over the past 12 months (log in) and have not responded to our request per email to the email address indicated in your User Account within an additional month. We also reserve the right to delete your User Account when you no longer can be reached via the email address indicated in the User Account.

## 6 Your Use of Acteamo

You must use acteamo only as permitted by law. Our Service allows you and other users to post, link and otherwise make available Content. You are responsible for the Content you make available to the Service, including its legality, reliability, and appropriateness. Namely, you agree that you will not do any of the following:

- Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users, including Registered Users, from fully enjoying the Service or that could damage, disable, overburden or impair the functioning of the Service;
- Circumvent or attempt to circumvent any filtering, security measures, rate limits or other features designed to protect the Service, users of the Service, or third parties;
- Use, frame or utilize framing techniques to circumvent our reasonable right to collect subscription fees for Registered Users. However, you may create hyperlinks to the Service if acteamo suggest you may do it;
- Violate these Terms of Use.

Content can contain personal information of others. Everyone using acteamo must protect other people’s data protection interests. Accordingly, do not abuse the Service to invade the privacy of others. Do not otherwise violate the rights of others. Namely, you

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agree that you will not send, through acteamo, unsolicited mass-mailings (SPAM, mail bombs, etc.) and that you will not distribute, make available through acteamo or upload to acteamo any of the following:

- Malware, trojans, viruses, or scripted programs to influence IT infrastructure of others against their interests;
- Content infringing third parties' trademarks or other intellectual property rights, or their personal rights. Namely, you shall not violate any ownership interests of others with respect to Content uploaded onto a workspace in acteamo. You should obtain necessary consent of third parties before you work with their documents or data in a workspace on acteamo, or just store such documents or data;
- Content harassing person(s) (e.g. publication or exchange of messages with other people);
- Content that may offend others due to its unsolicited erotic, pornographic, violent or otherwise offensive nature;
- Content that is race discriminating;
- Other Content that is illegal.

## **7 Rectification in Case of Breach or Negative Impact on the Service**

If you violate these Terms of Use, we may seek to rectify the situation, including suspension and/or discontinuation of your User Account. This also applies in the event that we get an abuse notice concerning any Content hosted on acteamo in connection with your User Account. Prior to taking action, we will, to the extent applicable law and the authorities involved permit us, inform you about it, and/or Customers to whose workspace the Content has been uploaded, and give you or the Customer the opportunity to remove the Content in question. Please note that a takedown request may require you to act in very short time, as we may also be subject to short reaction periods.

In addition, we may set a size or data throughput limit for the use of acteamo and/or suspend your User Account if your use in some way or another negatively impacts the performance of the Service for Customers or for other Registered Users.

We will aim to be fair and proportionate. Where possible we strive to allow some time to hear all parties involved. We reserve the right to take measures against violations even if we earlier had decided not to take immediate action.

## **8 Access to a Customer's Workspace**

We operate a workspace on acteamo for a dedicated Customer. Customers should always be mindful whom they grant access to see Content under their workspace. Customers remain in the driver seat to ensure that no undesirable settings are made through the administration panel. Customers can at all time and with immediate effect revoke access rights.

We rely on Customers to choose the configuration properly, and give access rights in accordance with what Customers actually want (and with what Customers instruct they are entitled to show). Instructions by Customers entered into the administration panel are reliable instructions to us. We are not obliged to deny a third party access to Content that is stored on a workspace if Customer has given access rights to that person, with respect to that specific Content. However, we are authorized to deny access in the event of a dispute we learn of and of which we believe it may be or become relevant to us.

## **9 Content on a Customer's Workspace**

As between Customer, a Registered User and us, Customer is considered to be the owner of Content uploaded to that Customer's workspace. We treat confidentially Content saved within a Customer's workspace. We do not control Content. Content uploaded to a Customer's workspace is under control and responsibility of that Customer. Only the Customer's administrator(s) can determine the Content stored in a Customer's workspace will be deleted, even if it was another Registered User who has uploaded the Content to that workspace. Registered Users who want to delete or make copies of Content on a workspace must turn to Customer, and not to us, to resolve such request. Clause 7 is reserved.

## **10 Disputes between Customer and Registered Users or Third Parties**

Should a Registered User or a third party turn to us complaining about Content in a Customer's workspace, or otherwise about the way a Customer's workspace is being managed, we will refer that Registered User or that third party to Customer, and Customer is responsible for solving all related issues at Customer's cost. Clause 7 is reserved.

## **11 Accessibility of Content and Obtaining Copies from Files in a Workspace**

A Customer can always download files from that Customer's workspace. Set up and download instructions can be found in Customer's administration panel on acteamo. Depending on the size of the information processed we recommend to allow for some time to download the export file. Export files may be large and you may need broad internet connectivity to download. If the Customer's workspace exceeds a certain size limit (as of now: 100 GB) we may make downloads subject to a fee. Even if we believe we have a claim against Customer we will never hold back Content and a Customer can still download it from its workspace. Registered Users may download files that are directly connected to their User Account, but may need approval from Customer's administrator for downloading data from that Customer's workspace.

## **12 Reference to Privacy Statement**

We collect and process necessary information about our Customers and our Registered Users. The Privacy Statement tells more.

## **13 Surveillance**

acteamo is subject to the national laws of Switzerland and we do our best to provide you with the maximum level of privacy in this legislation. That means there will be no access to your data by third parties without a duly authorized warrant issued by a Swiss judge.

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If we are legally obliged to turn over information about the origin of a file, we will fulfil that obligation. The legal circumstances will be evaluated individually in each case by our legal department. Without a founded legal basis, no information will be given to a requesting authority.

### 14 System Logs

System operations and connection data will be logged by us or a third party and stored during the relevant statutory period. Such logs will exclusively be used to comply with legal requirements and government regulations, trouble shooting or for the collection of performance data, billing purposes and to fulfill services. We collect statistical details about the usage of the Services.

### 15 Security

We do a lot to make acteamo a secure place for Registered Users and Content placed within a workspace. We take precautionary measures to protect its infrastructure against interventions from third parties. We use state of the art data centers, i.e. more than just one. We are geo-redundant and protected against a broad range of risks. Access Control is ensured by procedures and technology. We ensure at least two connections for internet access from different telecommunications service providers in each of the two computer centers. Communication between the two computer centers is made via a dedicated wave on a fiber that is independent from the internet. We offer password protected access to acteamo via the internet, i.e. via a public network. We use secure transmission protocols to encrypt data when being transmitted to acteamo.

We take technical decisions that allow for the greatest possible independency from uncontrollable standards and vendors, e.g., use of open source software, where available and meaningful. We have an information security concept in place that ensures that no unauthorized persons have access to data of you or of your users.

We offer protection from viruses, Trojans and other internet malware on a separate basis. However, we cannot guarantee that these measures are effective at all times and without restriction. You will be required to proceed diligently with documents or files you receive from others.

### 16 Exclusion of Liability

We are liable towards Registered Users only for damages caused by intent or gross negligence, negligent or intentional injury to life, body, or health, or based on mandatory liability for example in accordance with the Product Liability Act. We exclude any and all other liability. Exclusion of liability also applies to liability for our auxiliary persons, vicarious agents and legal representatives. We are not liable if you fail to back-up your data (including Content) or if such backups are faulty and therefore, in the event of a failure, your data cannot be restored or such restored data is incomplete.

### 17 Modifications to these Terms of Use

We may need to modify these Terms of Use (e.g. to adapt to external circumstances, changes in law, or new developments). If we wish to do so we typically notify you by email to the email address you have on file with us. The changes will be effective after 6 weeks, leaving a reasonable amount of time for you to consider whether you are fine with the changes. We may instead ask you to respond to a revised version of these Terms of Use immediately when browsing, by providing you with a mechanism for your immediate acceptance of the changes (such as a click-through confirmation or acceptance button). As this is a standard Service, we cannot process amendments to these Terms of Use initiated by you. In the event you would suggest amendments to these Terms of Use, such amendments will not enter into effect until such time as we have consented in hand-written form.

### 18 Applicable Law and Jurisdiction

These Terms of Use are subject to Swiss law, to the exclusion of the rules of international private law. Exclusive jurisdiction for all disputes arising under these Terms of Use, and for all claims you have against us, is Zug/Switzerland.