

Terms of Use for the SaaS Platform APPSTRAKT by MWebzone LLC

1. Introduction

These terms of use govern the conditions, rights, and obligations of the contractual relationship between the service provider MWEBZONE Sàrl and the subscribing client of the APPSTRAKT service for the use of said service in "Software as a Service" mode commonly known as SaaS (Software as a Service). Please read these terms of use carefully before accessing our services and using our platform.

2. Acceptance of Terms

By subscribing to an APPSTRAKT subscription plan from MWebzone Sàrl and using the APPSTRAKT SaaS platform, you - the subscribing client - agree to be bound by these Terms of Use. If you do not agree to all the terms of these Conditions, please do not use our platform.

3. Definitions

"**APPSTRAKT**": the name of the platform and application operated by MWebzone Sàrl, allowing content management and sharing with selected users in Software as a Service (SaaS) mode;

"**MWebzone LLC**": the company that developed and markets the APPSTRAKT platform to subscribing clients;

"**SaaS**": Software as a Service, a cloud-based service where, instead of downloading software that your desktop PC or business network can run and update, you access an application via a web browser;

"**Content**": content consists of all elements hosted, broadcasted, and shared via the APPSTRAKT administration platform on the APPSTRAKT application, by the subscribing client and its administrator and sub-administrators. Content can include images, text documents, videos, and all messaging exchanges.

"**Subscription Plan**": APPSTRAKT can be subscribed to by choosing a subscription plan defining: the number of users, server storage capacity, contractual duration, and monthly subscription price.

"**Subscribing Client**": the contractual partner of MWebzone Sàrl who has subscribed to a subscription plan in order to use APPSTRAKT for private, commercial, institutional, or any other purpose;

"**Subscription Account**": the usage environment on APPSTRAKT allowing the subscribing client and its administrator and sub-administrators to manage and oversee the project according to the contracted subscription plan;

"**Administrator**": the person responsible for managing and overseeing the APPSTRAKT platform for the subscribing client for a defined project;

"**Sub-administrator**": second-level administrators delegated by the administrator and authorized to participate in the management and oversight of the platform for a defined project;

"**Users**": individuals invited by the administrator and sub-administrators to use the APPSTRAKT application configured for a project defined by the subscribing client and the administrator.

4. Subscription Agreement and Subscription Account

4.1. Subscription Plan

You must subscribe to an APPSTRAKT subscription plan and accept these Conditions to access your subscription account and APPSTRAKT features. The information provided during your subscription must be accurate and up to date. By using APPSTRAKT, the client acknowledges and agrees to comply with the specific conditions of the chosen subscription plan, as detailed in the corresponding contractual plan. Any non-compliance with these conditions may result in consequences, including account termination.

4.2. Subscription Account Management

The subscription plan provides access to a subscription account. The subscribing client appoints an administrator of the APPSTRAKT platform to configure, manage, and oversee its service.

4.3. Renewal

The subscription automatically renews at the end of the contractual period of the chosen plan unless expressly terminated by the subscriber. The subscriber receives an email 10 days before the expiration of their subscription to inform them of the automatic renewal of their subscription.

4.4. Modification

A subscribing client may at any time and without waiting period choose a subscription level higher or lower than theirs. They can then immediately and without delay benefit from the new services offered by their new subscription.

4.5. Termination, Automatic Renewal

The subscribing client may terminate their subscription at any time for the next contractual deadline. In the absence of termination notice, the subscription is automatically renewed under the same plan and conditions.

4.6. Consequences of Service Interruption

The subscribing client acknowledges that any interruption of service resulting from the end of the contracted subscription plan, maintenance measures, malicious use, or any other breach of the terms of use may affect the subscribing client's users. Consequently, the subscribing client is fully responsible to its users for any service interruption or impact resulting from these circumstances.

5. Obligations and Responsibilities

5.1. Subscribing Client

The subscribing client is required to take precautionary measures to prevent unauthorized access to the platform. If necessary, the subscribing client will inform its collaborators of the need to respect copyright on shared content as well as data protection. The subscribing client will particularly insist that its collaborators do not transmit access data to the APPSTRAKT platform to third parties. The subscribing client is personally responsible for entering and processing the data and information necessary for using the APPSTRAKT SaaS services. The subscribing client agrees to test its transferred data on the APPSTRAKT platform for viruses and other malicious programs before downloading them. When using the SaaS service for the first time, the client must generate a password themselves to subsequently use the SaaS service. The client is required to keep their username and password secret and not allow third parties access to them. The subscribing client must immediately inform MWebzone Sàrl of any unauthorized use of their User ID and password or any other security breach. In such cases, MWebzone Sàrl will change the client's User ID and password in agreement with them.

5.2. Administrator and Sub-administrators

The administrator of the subscription account is responsible for the confidentiality of their username and password, any delegation of account administration to sub-administrators, and any activity of the users they have invited to their account. Notify us immediately in case of unauthorized or abusive use of your account.

5.3. Invited Users

The subscribing client and administrators are responsible for ensuring that invited users comply with these Terms of Use. The subscribing client and administrators must inform users of the obligations stipulated in these conditions and take appropriate measures to enforce these obligations.

5.4. Responsible Use of the APPSTRAKT Service

APPSTRAKT subscribing clients and administrators undertake to use the platform for private, commercial, or institutional purposes, in accordance with the law and without abusive, fraudulent, or malicious intent. It is strictly prohibited to promote, spread, or share any content that encourages discrimination, hatred, or prejudice against an individual or group based on race, ethnicity, religion, sexual orientation, disability, or any other characteristic protected by law. In case of malicious or inappropriate use of the service by the client or its users, MWebzone Sàrl reserves the right to take appropriate measures, including account termination, in accordance with its internal policies.

5.5. Disclaimer

MWebzone Sàrl disclaims all liability for the success, results, achievement of qualitative or quantitative objectives expected by the subscribing client following the use or operation of the APPSTRAKT platform.

6. Hosting, Content, and Data Sharing

6.1. Hosting and Data Sharing

APPSTRAKT allows administrators, sub-administrators, and users to upload, store, and share third-party data such as images, PDF files, videos, and other content ("Third-Party Data"). You understand and agree that MWebzone Sàrl is not responsible for the content of Third-Party Data and does not guarantee the accuracy, legality, or quality of such data.

6.2. Content Usage Rights and Data Protection

The subscribing client and administrators undertake to host and distribute only documents (images, texts, videos) for which they hold the rights in accordance with legislation governing copyright, intellectual property, or data protection (GDPR).

6.3. Inappropriate and Illegal Content

MWebzone Sàrl does not tolerate the publication or sharing of illegal content on APPSTRAKT. In case of violation of this policy, MWebzone Sàrl reserves the right to take immediate action, including the removal of offensive content, suspension or termination of the user account, and cooperation with competent authorities if necessary.

6.4. Reporting Illegal Content

The administrator, sub-administrators, and users are encouraged to report any illegal or contrary to these conditions by contacting our support team at support@appstrakt.ch. We will take appropriate measures in accordance with our internal policy and applicable legal requirements. MWebzone Sàrl disclaims all liability to the client or any third party for any inappropriate and illegal content distributed on the APPSTRAKT platform under this policy. The client is solely responsible for their actions and the content generated by themselves or their users.

7. APPSTRAKT Messaging

By using messaging on APPSTRAKT, you agree to these specific conditions and undertake to inform administrators, sub-administrators, and users to use this service legally and responsibly.

7.1. Messaging Usage

You agree not to use the messaging on APPSTRAKT in any way that is malicious, fraudulent, or contrary to law. This includes but is not limited to sending hate messages, spreading malware, fraud, harassment, or any other illegal activity.

7.2. Illicit Content

The use of messaging on APPSTRAKT to share, transmit, or host illegal content is strictly prohibited. MWebzone Sàrl reserves the right to take immediate action, including the removal of offensive content, suspension or termination of the account, and cooperation with competent authorities if necessary.

8. Support and Maintenance

During the subscription period, the subscribing client benefits from the provision and installation of corrective and technological updates of the APPSTRAKT Platform. In addition, MWebzone Sàrl will provide the subscribing client and the administrator with telephone and email support for any questions regarding the use of the APPSTRAKT platform. APPSTRAKT support is available on business days from Monday to Friday, from 8:00 am to 6:00 pm, excluding public holidays.

9. Temporary Interruptions of Service

Adaptations, modifications, and additions to the SaaS services that are part of the contract as well as measures to diagnose and repair malfunctions will only lead to temporary interruption or temporary accessibility deficiency if necessary for technical reasons. Basic functions of SaaS services are checked daily. Maintenance of SaaS services generally takes place from Monday to Friday, from 8 am to 7 pm. In case of severe breakdown (SaaS services are no longer usable or severely limited), maintenance generally takes place within 3 hours after the client has informed or warned us.

10. Warranty and Service Quality

MWebzone Sàrl guarantees the proper functioning and availability of the APPSTRAKT SaaS service, according to the provisions set out in these terms. The subscribing client agrees to indemnify MWebzone Sàrl against any claims by third parties based on data stored by them and to

reimburse MWebzone Sàrl for any costs incurred in the event of a possible violation of laws. Within the framework of legal provisions,

MWebzone Sàrl disclaims all liability to the subscribing client, notably in fulfilling its contractual obligations and for data loss and loss of profit (including negligence). This limitation of liability also applies to damages resulting directly or indirectly from APPSTRAKT. In any case, regardless of the basis of liability, the mutual liability of the parties to the contract is limited to the amount of the monthly access fees for the last twelve months preceding the occurrence of the damage.

11. Intellectual Property

The APPSTRAKT platform, consisting of computer source code and design architecture, is protected by Swiss legislation relating to intellectual property, especially copyright and trademark law. APPSTRAKT is a trademark owned by MWEBZONE Sàrl. Except as expressly provided, these Conditions grant you no rights, titles, or interests in relation to the services, third-party rights, trademarks, logos, and other elements of APPSTRAKT or MWebzone Sàrl's identity. We respond to alleged infringement of intellectual property rights and reserve the right to remove or disable content causing alleged infringement and to terminate the accounts of infringers.

12. Changes to Terms of Use

We reserve the right to modify these Conditions at any time. The modifications will take effect upon publication on the platform.

13. Applicable Law and Jurisdiction

The APPSTRAKT subscription agreement and any issues arising from or related to it, as well as the use of the APPSTRAKT platform, are governed by Swiss substantive law. You agree to the exclusive jurisdiction of the courts of the seat of MWebzone Sàrl, Noville (District of Aigle - Switzerland).

14. Contact

For any questions regarding these Terms of Use, as well as to report any violations, please contact us: MWebzone LLC, 1845 Noville, Switzerland – support@appstrakt.ch

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