General terms and conditions for brolio (a product of Comitas AG)

1. Scope

By filling out the registration form for ordering brolio on the homepage www.broilio.ch of Comitas AG (the "provider"), the customer ("customer") unconditionally accepts the following provisions. The provider reserves the right to change these conditions at any time. The changed conditions come into force on publication on the brolio.com website.

2. Software as a Service (SaaS) - Contract

1. The provider provides SaaS services for its customers via the Internet in the area of contact management.
2. The subject of the contract is:
a) the provision of the software of the provider for use over the Internet and
b) the storage of customer data (data hosting)

3. Software leasing

1.For the duration of this contract, the provider provides the customer with the software version "brolio" in the current version for use against the internet, either for a fee or free of charge. For this purpose, the provider stores the software on a server in Switzerland that is accessible to the customer via the Internet.

2. The provider is continuously developing the software and will improve it through regular updates. The current range of functions can be found in the service description on the provider's website (www.brolio.com).

3. The provider continuously monitors the functionality of the software and eliminates software errors according to the technical possibilities and as part of the release planning. An error exists in particular if the software, which does not fulfill the functions specified in the service description, delivers incorrect results or does not function properly in any other way, so that the use of the software is impossible or considerably restricted.

4. Conditions of participation

1. The use of services on brolio.com is possible for anyone who accepts and accepts the applicable legal provisions (GTC, data protection declaration). It is important to note that registration is necessary for the services.

2. The customer is obliged to provide his data truthfully when registering.

3. The customer may neither reproduce nor edit the software unless this is expressly permitted in the current service description on the website.

4. The customer is not entitled to make this software available to third parties for use or against payment. The customer is expressly prohibited from making the software available to third parties. For this purpose, the customer will, if necessary, inform his employees of compliance with copyright.

5. The customer must immediately inform the provider of any unauthorized use of "User ID" and password or any other security attack. The customer ensures that no unauthorized users use their login data. It is strongly advised to use your own login data for every user within the company.

6 The Customer is obliged to inform himself regularly about changes in the Provider's GTC and to comply with them. The Customer can always find the current version of the GTC via the GTC link on brolio.com.

7.The customer has to take all measures which are necessary to maintain or improve the security of the data, the software and the network connections change the password regularly, but at least every sixty (60) days.according to the provider's discretion. For example, the user undertakes to

8. The customer undertakes to structure any contractual relationships with third parties in such a way that free use of the software by third parties is effectively prevented.

9. In addition to the brolio software, the customer has the option of ordering various additional packages ("add-ons") from the provider. Such add-ons can, in particular, enable integrations with third-party software. If access rights are required to use such an add-on, the customer, by ordering the add-on, expressly agrees to grant all the necessary access rights. At no time does brolio save their customers' login data from third-party systems. Authorization usually occurs via access tokens.

10. The provider provides the customer with an interface (API) for communication with third-party software. Regardless of other assurances, the provider has the right to partially or completely restrict access to this interface at any time for

an important reason. There is an important reason in particular if competitors of the provider migrate via the interface to the detriment of the provider or the infrastructure is overloaded with requests via this interface.

5. Remuneration

1. The customer undertakes to pay the provider for the software transfer and data hosting the fee agreed in accordance with his subscription plus statutory VAT. This excludes the free version of brolio.

2. The provider will send the customer a statement of the contractually owed fee. When paying by credit card, the customer receives a purchase confirmation.

3. The provider is entitled to make an adjustment to the fees and service content by written notice to the customer at the next possible termination date. The reasons for such a change are in particular the technical progress and the further development of the software. If the customer does not want to continue the contract after the changed tariffs, he is entitled to extraordinary termination with a notice period of 30 days at the time of the change.

4. If the customer orders chargeable services in connection with brolio, the prices to be paid result from the corresponding price list on brolio.com. If the customer does not meet a due payment on time, the provider is entitled to block the customer's brolio account immediately.

5. Using the free version of brolio has no hidden costs. The functions and services of the free version can be adjusted at any time. Free brolio accounts can be deactivated after 6 months of inactivity. The data of a blocked brolio account will then be irrevocably deleted. During these 6 months, the customer can reactivate his brolio account at any time by logging in again. The customer will be informed in good time about the impending deletion of the account.

6. Disclaimer / Limitation of Liability

1. The provider guarantees the functionality and operational readiness of the SaaS services in accordance with the provisions in these terms and conditions.

2. The customer undertakes to release the provider from all third-party claims based on the data stored by him and to reimburse the provider for all costs incurred due to possible legal violations.

3. The provider is entitled to immediately block the storage space if there is reasonable suspicion that the stored data is illegal and / or violates the rights of third parties. A justified suspicion of illegality and / or an infringement of the law exists in particular if courts, authorities and / or other third parties inform the provider of this.

4. With the exception of liability for gross negligence and intent, all liability is excluded within the framework of the statutory provisions. This applies in particular to damage in connection with data loss, security deficiencies or operational disruptions, for financial loss, for consequential damage caused by defects and for lost profit.

7. Service changes

The provider can determine at its own discretion which services and to what extent are available on brolio. Restrictions, extensions and other changes to these services are permitted at any time.

8. Term / Cancellation

1. The contractual relationship begins with the registration and registration by the customer on crm.brolio.com.

2. Monthly subscriptions are concluded for an indefinite period of time and can be terminated by both parties at the end of each month with one month's notice. Cancellation is via the brolio marketplace.

3. The brolio account must be terminated directly online in the customer's brolio account. Following the termination, brolio sends an email to the customer with a confirmation link. If this confirmation has been received, the customer account will be terminated after the notice period has expired (see also 10.8)

4. The immediate termination of the contract for an important reason is possible for both parties. An important reason for the immediate termination of this contract for the provider is in particular;

- if the customer goes bankrupt or the bankruptcy opening has been stopped due to a lack of assets
- if the customer is in arrears with payment obligations from this contractual relationship in the amount of at least one monthly fee and he was unsuccessfully reminded by setting a grace period of two weeks and threatening to terminate the contract;
- if the customer violates the general terms and conditions when using the contractual services, culpably violates legal provisions or interferes with copyrights, industrial property rights or third party naming rights;
- when using the distributed services for the purpose of promoting criminal, illegal and ethically questionable actions by the customer.

9. Data protection

By accepting these terms and conditions, the customer also declares his consent to the brolio data protection declaration in the currently valid version. This is permanently posted on the brolio website. The customer declares to know and accept the documents.

10. Data-Hosting

1. The provider leaves the customer a defined storage space on a server for storing his data. If the storage space for storing the data is not sufficient, the provider will inform the customer in good time. If the customer subsequently does not order further storage space for a fee, data that would exceed the available storage space will no longer be saved.

2. The provider ensures that the stored data can be called up over the Internet within the scope of the technical possibilities. The provider assumes no liability for interruptions in availability.

3. The customer is not entitled to transfer this storage space to a third party in whole or in part, against payment or free of charge.

4. The customer alone is responsible for the content of his uploaded data. It is up to him to ensure that no data that violates applicable law is uploaded. Furthermore, the customer has to protect possible copyrights. The provider declines all responsibility for the uploaded data of the customer.

5. The customer is obliged to check his data and information for viruses or other harmful components before entering them and to use state-of-the-art virus protection programs.

6. The provider is obliged to take suitable and reasonable precautions against data loss and to prevent unauthorized access by third parties to the customer's data within the technical possibilities. For this purpose, the provider will regularly make backups and install firewalls.

7. The provider's rights to the customer's data are limited to the processing operations that are transferred to the provider in accordance with the order data processing agreement. In addition, he does not acquire any rights to the data registered in brolio by customers. In particular, the provider has no right of retention to secure his claims from the usage agreement with the customer.

8. After the contract has been terminated, the customer is entitled to request the disclosure of his data for one month (from the termination date). The provider is not obliged to store the customer's data with him beyond this period. If a customer requests the handing over of data after the one-month period has expired and the provider still has it, the provider will release the data to the customer after payment of any costs actually incurred.

11. Error message from the customer

The customer should report any errors immediately with a precise description of the problem. The report can initially be made verbally, but ideally should be repeated in text form (email) no later than the next working day. We are available Monday to Friday from 8:00 a.m. to 6:00 p.m. to receive error messages.

12. Mitteilungen

Unless a stricter form is stipulated in this contract or by law, all notifications are to be sent in writing to the addresses given when registering the customer or on the homepage of the provider. Sending by fax or e-mail satisfies the written requirement. Messages from the provider to the e-mail address provided by the customer during registration are in any case considered a written notification

The contracting parties are obliged to immediately notify the other contracting party of address changes (including e-mail), otherwise notices at the last address given in writing are deemed to be legally valid.

13. Severability clause

In the event of the total or partial ineffectiveness of individual clauses of this agreement, any ineffective provisions must be reinterpreted, supplemented or replaced in such a way that the purpose pursued by the ineffective provision is achieved. The same applies in the event that there are loopholes in this agreement.

14. Applicable Law and jurisdiction

The individual contracts and the general terms and conditions are subject exclusively to Swiss law. The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationships is at the competent courts at the registered office of the provider. The provider is, however, entitled to litigate at the place of residence of the customer.

Version September 2020
Appendix 1: data prodection declaration
Appendix 2: Order processing