

# General Terms of Use for the Eternity Services

1.	Scope of Application .....	2
2.	Scope of Eternity Services .....	2
3.	Partner Network .....	2
4.	Customer Responsibilities .....	3
5.	Duration and Termination .....	4
6.	Taxes .....	5
7.	Disclaimer.....	5
8.	Data Privacy.....	5
9.	Changes .....	6
10.	Severability Clause .....	6
11.	Applicable Law and Jurisdiction.....	6

## 1. Scope of Application

1.1 These General Terms of Use govern the contractual relationship entered into between Eternity AG, Reichsgasse 3, 7000 Chur ("**Eternity**") and the Customer with regard to the provision and use of Eternity Services in addition to the Subscription Agreement. These General Terms of Use are an integral part of the Subscription Agreement. Provisions in the Subscription Agreement take precedence over the provisions of these General Terms of Use.

1.2 These General Terms of Use take precedence over any terms of use, terms and conditions, etc., of the Customer. Only in the event that specific matters or legal questions are inadvertently not addressed in these General Terms of Use, the Customer's terms of use or terms and conditions will apply as supplementary. This equally applies if Eternity has accepted the Customer's terms of use or terms and conditions.

## 2. Scope of Eternity Services

2.1 Eternity Services refer to the entirety of the services provided by Eternity under the Subscription Agreement.

2.2 The conclusion of a Subscription Agreement is offered when a purchaser submits an order using the order form provided by Eternity and, if Eternity requests prior payment of the subscription fee, pays the subscription fee. If no prior payment is requested by Eternity, the customer irrevocably promises timely payment upon Eternity's first request by submitting the order form. The Subscription Agreement is concluded when Eternity expressly or implicitly accepts the order (by providing access to the Eternity software), whereby the order is elevated to a Subscription Agreement. Eternity reserves the right to reject orders without providing a reason. In this case, a full refund of the subscription fee will be made, insofar as the purchaser has already paid it.

2.3 By entering into the Subscription Agreement, the purchaser becomes a customer (the "**Customer**") and is granted access to and the right to use the applications of the Eternity software specified in the order, including the support services as per the Subscription Agreement, and additional services for the duration agreed upon in the Subscription Agreement (collectively, the "**Eternity Services**").

2.4 Support services are available to the Customer during Eternity's regular business hours through various channels. During periods of high demand for support services, there may be waiting times.

2.5 Upon the Customer's request, Eternity offers additional services billed at the same hourly rate specified in the Subscription Agreement for support services. Additional services include, but are not limited to:

Customization to the design, consulting process, or proposal creation of the Eternity software and/or individual applications.

All Eternity Services provided beyond the scope mentioned in the Subscription Agreement.

2.6 Eternity may discontinue or suspend individual Eternity Services in whole or in part at any time. A final discontinuation of all Eternity Services will be communicated to Customers in advance.

## 3. Partner Network

3.1 Customers of the partner network solution ("**Main Customers**") may grant access to Eternity Services to a specified number of partner network customers ("**Partner Network Customers**") as specified in the respective Subscription Agreement. Unless expressly stated otherwise in these

General Terms of Use, both Main Customers and Partner Network Customers are considered Customers within the meaning of these General Terms of Use.

3.2 Partner Network Customers must accept and comply with these General Terms of Use before using the Eternity Services made accessible to them, unless otherwise stipulated in the Main Customer's subscription agreement.

3.3 Partner Network Customers do not pay a separate subscription fee to Eternity – the subscription fee is covered by the Main Customer's subscription fee. The Main Customer may charge the Partner Network Customer for the access to the Eternity Services.

3.4 Eternity or its authorized representatives may directly contact Partner Network Customers, especially regarding Eternity Services, including support, as well as potential upgrades or additional products of the Eternity software (marketing).

3.5 The use of Eternity Services by Partner Network Customers is limited to the intended purpose as governed by these General Terms of Use and any additional provisions in the Main Customer's subscription agreement for the partner network.

3.6 Eternity reserves the right to revoke access to Eternity Services for Partner Network Customers if Eternity has reason to believe that the Partner Network Customer has violated these General Terms of Use.

3.7 The Main Customer may unilaterally revoke access to Eternity Services for Partner Network Customers by providing respective instructions to Eternity at any time. In any case, access for Partner Network Customers does not last longer than the term of the Main Customer's Subscription Agreement.

3.8 If the Partner Network Customer avails additional services, these additional services will be invoiced directly to them unless covered by the Main Customer's Subscription Agreement.

## **4. Customer Responsibilities**

4.1 The Customer is responsible for ensuring that all content uploaded by them is accurate and lawful. The customer must verify the plausibility and correctness of all data (results, calculations, quotes, proposals, etc.) obtained or calculated through or with the help of the Eternity software and must not use erroneous or implausible data and results but must promptly report them to Eternity.

4.2 The customer must settle outstanding claims (subscription fee and billed additional services) from Eternity upon Eternity's first request and within the payment deadline specified in the payment request. In case of late payment, Eternity may charge late payment interest at a rate of 5% p.a.

4.3 In the event of default in payment, Eternity is entitled to suspend the Customer's access to all or parts of the Eternity Services without prior warning. This applies regardless of whether other claims have been settled by the Customer or partial payments have been made. During the suspension, the term of the Subscription Agreement is neither interrupted nor halted, and the Customer cannot claim a breach of contract by Eternity due to the suspension of access. The Customer is not entitled to terminate the Subscription Agreement or claim damages due to the suspended access to the Eternity Services, even if the reason for suspension is a claim that has no direct connection to the suspended software application or if partial payments have been made.

4.4 The Customer must treat access data confidentially and prevent unauthorized access to the Eternity software. The Customer must promptly inform Eternity of any suspected unauthorized access.

4.5 The Customer may only use the Eternity software for its intended purpose. The Customer may not embed or integrate the Eternity software into other application or use it to create derivative works or services or allow third parties to use it.

4.6 The Customer may grant end users access to the Eternity software if it is intended for the respective application (lead generators). If such lead generators exceed 100,000 individual uses per year, Eternity may suspend further use until the Customer pays a subscription fee proportionate to the usage volume (Fair Use).

4.7 The Customer must use the Eternity Services in compliance with applicable laws at all times. Unauthorized uses include, but are not limited to, illegal activities, intellectual property infringement, violation of personal rights, etc.

4.8 Eternity may monitor the use of the Eternity Services to ensure compliance with these General Terms of Use, including compliance with the provisions of the Subscription Agreement.

4.9 The Customer must not circumvent or manipulate technical restrictions or protective measures in the Eternity software. The Customer must comply with all applicable export control regulations when using the Eternity services.

4.10 The Customer must indemnify Eternity from all third-party claims arising from the Customer's unlawful or contract-breaching use of the Eternity Services.

## 5. Duration and Termination

5.1 The initial duration of the Subscription Agreement is agreed upon in the Subscription Agreement. After the expiration of the initial term, the Subscription Agreement automatically and seamlessly extends for another period equal to the initial term unless either party notifies the other party at least 60 days prior to the expiration of the term of its intention not to continue the Subscription Agreement. If the subscription fee is changed to the detriment of the Customer upon automatic renewal of the Subscription Agreement, Eternity will inform the Customer of the intended price adjustment more than 60 days before the term expires.

5.2 Eternity may terminate the Subscription Agreement with immediate effect by written notice in the event of a material breach of contractual obligations by the Customer for any of the following reasons:

- any payment default by the Customer;
- insolvency proceedings are initiated against the Customer's assets, or the opening of such proceedings is rejected due to lack of assets;
- cessation of the Customer's operations or essential business activities;
- any material changes in the Customer's financial circumstances that jeopardizes the Customer's ability to fulfill its contractual obligations to Eternity, including, but not limited to, asset seizures or initiation of enforcement measures;
- false or misleading information provided by the Customer at the time of entering into the Subscription Agreement or during its term that is of material importance to Eternity;
- the Customer repeatedly or seriously violates the Subscription Agreement and/or these General Terms of Use.

## 6. Taxes

6.1 The Customer is responsible for remitting the taxes levied on the Eternity Services to them in accordance with applicable tax laws.

6.2 Eternity assumes no responsibility for the calculation, reporting, or payment of taxes related to the Eternity Services or other transactions between Eternity and the Customer.

6.3 Any taxation resulting from the relationship between the Main Customer and the Partner Network Customer is a matter between the Main Customer and the Partner Network Customer. If such tax is levied on Eternity, the Main Customer is obligated to indemnify Eternity.

## 7. Disclaimer

7.1 Eternity continuously updates the Eternity software and reserves the right to modify the Eternity software to maintain quality standards and consider technical or economic developments. Although this is done with great care and expertise, Eternity cannot guarantee continuous access, constant availability, uninterrupted connections to servers, or completely reliable data backup. Eternity may temporarily restrict access to some Eternity Services for maintenance purposes, thereby limiting the availability of the Eternity Services.

7.2 The Customer must report defects or issues with the Eternity Services to Eternity and cooperate in their resolution to the best of their ability. Eternity strives to rectify defects in the Eternity Services as quickly as possible but is not liable for the continuous availability and quality of the Eternity Services.

7.3 Eternity is not liable for direct or indirect damages arising from the use of the Eternity Services, including temporary unavailability or force majeure events.

7.4 Any liability for auxiliary persons, agents or representatives of Eternity is excluded to the extent permitted by law.

7.5 The Customer acknowledges that Eternity has integrated services from third-party providers in part. Eternity disclaims all liability for the services of integrated third-party providers.

## 8. Data Privacy

8.1 To the extent that Eternity processes Customer data, the Eternity Privacy Policy applies. It is the Customer's responsibility to regularly review the Eternity Privacy Policy at <https://eternity.com/en-glob/privacy/> as well as the relevant data processing agreement according to section 8.2 below and to object to any published changes within 30 days if the customer does not agree with the changes.

8.2 To the extent that Eternity, in the course of providing Eternity Services, has access to personal data of the Customer's end customers, Eternity is considered a data processor, and the Customer is considered the data controller within the meaning of the GDPR or Swiss data protection laws or data protection laws of third countries, particularly of the United Kingdom. The Customer is responsible for ensuring the legality of data processing and the protection of the rights of data subjects. The Customer indemnifies Eternity from third-party claims based on the Customer's violation of data protection regulations. Unless otherwise agreed, the Swiss Data Protection Addendum (DSG-AVV) applies between Eternity and the Customer in Switzerland, the GDPR Data Processing Addendum

(DSGVO-AVV) applies between Eternity and Customer in the EU, and the UK Data Processing Addendum (DPA-DPA) applies between Eternity and the Customer in the United Kingdom.

## 9. Changes

Eternity reserves the right to amend these General Terms of Use at any time. The amended General Terms of Use will become effective if the Customer explicitly accepts the changes (explicit acceptance is presumed when the Customer continues to use the Eternity Services) or if the Customer does not object to them within 30 days from the date of publication on <https://eternity.com/en-glob/terms-of-service/>.

## 10. Severability Clause

If any provision of these General Terms of Use is or becomes invalid or unenforceable in whole or in part, the remaining provisions will remain in full force. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that comes as close as possible to the intent and purpose of the original provision.

## 11. Applicable Law and Jurisdiction

11.1 The Subscription Agreement is subject to substantive Swiss law, excluding conflict of law provisions.

11.2 The place of jurisdiction for all disputes arising out of or in connection with the Subscription Agreement is Chur, Canton of Graubünden, Switzerland. However, Eternity is also entitled to sue the Customer at their registered office or residence for the judicial assertion, enforcement, or collection of claims arising from the contractual relationship, including the subscription fee. This includes, in particular, the initiation of debt collection and enforcement proceedings as well as other procedures and measures for the recovery or securing of Eternity's claims.

Eternity Ltd. / 15 January 2024