

# General Terms and Conditions

## 1. Scope and Applicability

- 1.1. These General Terms and Conditions (GTC) apply to all agreements between iomarket and the customer regarding the cloud services provided by iomarket and all other services, unless mandatory statutory provisions or additional written agreements between the customer and iomarket provide otherwise.
- 1.2. The services and products used by the customer are regularly listed in an order confirmation signed by both parties or in a purchase agreement with the corresponding annexes. The contract between iomarket and the customer consists of the respective order confirmation or purchase agreement with annexes as well as these GTC. A contract is also concluded through the online activation of the services.
- 1.3. These terms and conditions of iomarket apply exclusively; any conflicting or deviating terms and conditions of the customer are not recognized unless iomarket has expressly agreed to them in writing. Such terms and conditions do not apply even if iomarket, knowing about them, provides services to the customer unconditionally.
- 1.4. If any provision of these GTC is found to be invalid or void, the validity of the remaining provisions remains unaffected. The parties shall replace the invalid provisions with new ones that come as close as possible to the original meaning and economic purpose of the eliminated provisions.

## 2. Right of Use for iomarket Cloud Services

- 2.1. The customer is granted access and usage rights to the iomarket cloud services, provided that the cloud services and related services have been paid for and the contract terms are observed.
- 2.2. The cloud services provided to the customer may only be used for the purpose specified in the contract. Use by third parties is prohibited. Furthermore, it is the responsibility of the customer to prevent unauthorized persons from accessing the offered cloud services and related systems and/or networks. The customer must also ensure that no harmful, illegal, or infringing content is sent or stored using the cloud services provided by iomarket.

## 3. Infrastructure and Availability

- 3.1. iomarket provides its cloud services and other services in accordance with the service description but cannot guarantee that the service is entirely error-free or available under all possible conditions..
- 3.2. Planned service interruptions for technical reasons are generally carried out outside regular business hours and are announced in advance in an appropriate manner.
- 3.3. iomarket is entitled to suspend the operation of its cloud services for important reasons (e.g., disruptions, sabotage, risk of misuse, etc.). Such interruptions will be communicated to the customer as soon as possible. iomarket assumes no liability for any damages resulting from such interruptions.

## 4. Suspension and Interruption of Service

- 4.1. iomarket If there is reason to suspect that an unauthorized third party has gained access to the customer's system, iomarket must be informed immediately, and access to the cloud services must be blocked. The customer must follow iomarket's instructions.
- 4.2. iomarket is entitled to block the customer's access to individual or all cloud services at any time and without prior notice if deemed necessary for objective reasons. The customer will be notified of such blocking. iomarket assumes no liability for damages arising from the suspension of access.

## **5. Transmission and Processing of Electronic Data**

- 5.1. iomarket processes only electronic data in the agreed data format that can be executed without reservations and does not contain any unauthorized content.
- 5.2. In the event of loss or destruction of electronic data, the customer must provide an electronic copy for reprocessing upon request by iomarket.
- 5.3. The legal transactions underlying the electronic data are directly and exclusively settled between the involved parties. iomarket assumes no liability in this regard.
- 5.4. iomarket does not verify the business basis, accuracy, or completeness of the electronic documents submitted to it.
- 5.5. If a customer liable for taxation abroad transmits or receives electronic documents via iomarket, they are solely responsible for complying with the relevant laws and regulations of the respective country.
- 5.6. If iomarket is held accountable by a third party for the unlawful use of electronic data transmission, the customer agrees to fully indemnify iomarket.
- 5.7. iomarket is responsible for the proper processing and transmission of electronic data received from the customer (stored in its data storage) up to the designated recipient's domain.
- 5.8. Electronic data is considered delivered within the customer's domain as soon as it is retrievable by the customer. The customer acknowledges such electronic documents as legally sufficient.

## **6. Cloud Service for Data Exchange Between Business Partners**

- 6.1. individual customers, but not of iomarket. The country-specific legal regulations on data retention apply in this regard.
- 6.2. Objections to unauthorized or incorrect processing as well as any complaints must be made within 14 days of processing the electronic document. Otherwise, the individual transactions of the business case shall be deemed accepted.
- 6.3. Unless otherwise agreed in writing with the customer, the data associated with an electronic document will be available on iomarket's systems for 120 days. After this period, the data will be permanently deleted, and retrieval will no longer be possible. Exempt from this are data stored in the "online archive," which is activated through the paid subscription of the online archive service.

## **7. Confidentiality, Data Protection, and Personal Data**

- 7.1. Confidential information refers to business-related data and documents that are not publicly accessible and were disclosed to the other party before or after the conclusion of the contract within the scope of cooperation.
- 7.2. Both contracting parties undertake to use any knowledge gained about business and/or trade secrets of the other party solely for the execution of the contract and to keep them confidential indefinitely.
- 7.3. iomarket undertakes to keep all information, documents, and data obtained during the execution of this contract confidential and not to disclose them to unauthorized third parties. This confidentiality obligation covers all data subject to banking and business secrecy. iomarket employees are bound to confidentiality, and iomarket shall also impose this obligation on third parties engaged under this contract.
- 7.4. The contracting parties, iomarket and the customer, undertake to comply with applicable data protection regulations, particularly keeping personal data confidential, protecting it, and using it exclusively for the purpose for which it was disclosed.
- 7.5. If required by law, a competent authority, or a court order, iomarket is entitled to disclose confidential information to third parties. If legally permissible and feasible, iomarket will inform the customer accordingly.

- 7.6. Unless otherwise contractually agreed, iomarket may publish the company name, logo, an approved short description, address, and web address of the customer on a publicly accessible website.
- 7.7. "Personal data" refers to any information related to an identified or identifiable natural person. Where iomarket determines the purpose and means of processing such data within its enterprise, it acts as the controller under the GDPR, for example, when customers visit its websites. However, where customers transmit personal data to iomarket as part of service use, the customer remains the controller, and iomarket acts solely as a processor. The customer is responsible for obtaining the necessary consents for personal data transmitted to iomarket.
- 7.8. The customer is fully responsible for the customer data transmitted. The customer guarantees that they have the necessary permissions for data transmission and hold all required regulatory approvals. As iomarket operates internationally, services may involve data transfers to or access from countries outside the user's residence. The customer acknowledges and consents to such international data processing. iomarket will take appropriate measures to ensure the required level of protection.
- 7.9. If personal data is transferred to a non-EU country without an adequacy decision from the European Commission, iomarket ensures the required data protection level by using EU Commission Standard Contractual Clauses or other necessary contractual provisions. These can be provided upon request, without disclosing business secrets.
- 7.10. For any inquiries related to this matter, users can contact iomarket at: [administration@io-market.com](mailto:administration@io-market.com)
- 7.11. Both iomarket and the customer shall implement the necessary and appropriate technical and organizational measures to adequately protect personal data. These measures can be shared with the customer upon request, without disclosing business secrets.
- 7.12. For further data protection-related matters, please refer to our separate privacy policy.

## **8. Liability of the Contracting Parties**

- 8.1. iomarket undertakes to duly fulfill the agreed obligations within the scope of its expertise and diligence. If this is not the case, the customer must notify iomarket in writing of the defect without delay and grant a reasonable period for its rectification.
- 8.2. If iomarket does not remedy the defect within a reasonable period, the customer has the right to terminate the contract. The customer has the right to terminate the contract within three months after iomarket's failure. In this case, any prepaid costs will be refunded by iomarket.
- 8.3. iomarket is liable for damages to customers or third parties only if they were caused intentionally or through gross negligence and there is no contributory negligence on the part of the customer or third parties.
- 8.4. To the extent permitted by law, iomarket is not liable to the customer for damages resulting from disruptions or operational interruptions of iomarket systems.
- 8.5. Furthermore, iomarket expressly excludes any liability for damages arising from the non-performance or poor performance of the customer's contractual obligations, as well as for indirect or consequential damages such as lost profits, unrealized savings, additional expenses, or third-party claims, to the extent legally permissible. Liability for corporate values, public reputation, and comparable cases is also excluded. Finally, the exclusion of liability applies in cases of insufficient cooperation from the customer, failure to comply with provisions regarding the handling of user IDs and passwords, or inadequate data backup (back-up), all subject to legal admissibility.
- 8.6. Since data exchange takes place via public and non-specifically protected telecommunication facilities (Internet, telephone network, etc.) of third parties, it is beyond iomarket's control, and therefore, we assume no liability for damages incurred by the customer due to transmission errors, technical defects, disruptions, interruptions, or unlawful interference with telecommunication facilities.

- 8.7. iomarket is not liable for damages caused by force majeure, including but not limited to natural events, fire, strikes, war, and official orders.
- 8.8. The total liability for all claims under the terms of use and warranties is limited to the amount paid by the customer for the use of iomarket Cloud Services.
- 8.9. Neither party shall be liable for loss, lost profits, business, goodwill, public reputation, or other economic damages. This includes damages that are not typically foreseeable.
- 8.10. All claims arising from the contract must be asserted within 12 months from the occurrence of the claim (event).
- 8.11. The customer bears sole responsibility and liability for the content of the data stored with or transmitted via iomarket. Therefore, no third-party claims can be asserted in this context, and the customer shall fully indemnify and hold iomarket harmless against any third-party claims. iomarket is under no obligation to review customer content and disclaims all liability for such content.
- 8.12. The customer is responsible for ensuring that the data transmitted to and stored with iomarket by themselves, their customers, or business partners does not contain unlawful or immoral content and that the owner of the data consents to its transmission to iomarket. In case of a violation of these provisions, iomarket reserves the right to terminate the contractual agreement with the customer without notice.

## **9. Liability of the Contracting Parties**

- 9.1. iomarket warrants that its services have the properties assured in writing and that the tasks assigned to it are carried out with due care.
- 9.2. iomarket undertakes to perform all tasks with qualified personnel or have them performed by qualified third parties.
- 9.3. iomarket will inform the customer in an appropriate manner in advance of any foreseeable service interruptions due to repairs or maintenance work. iomarket assumes no liability for any damages incurred by the customer or a third party as a result of such interruptions.
- 9.4. The customer undertakes to observe recognized principles of data security, in particular to keep passwords confidential and to change or arrange for changes without delay if there is reason to believe that unauthorized third parties have gained knowledge of them.
- 9.5. The customer agrees to use iomarket's Cloud Services within the legally permissible framework and to ensure that the services provided by iomarket are not used in an abusive manner.
- 9.6. If the customer violates the obligations stated above, iomarket is entitled, at its own discretion, to terminate the contractual relationship without notice or to suspend services until compliance with the relevant conditions is restored. Additionally, iomarket is entitled to compensation for all damages arising from the violation of these customer obligations.
- 9.7. iomarket is entitled to engage third parties of its choice to fulfill its contractual obligations.
- 9.8. The transfer or partial transfer of rights and obligations by the customer requires prior written consent from iomarket in all cases.

## **10. Intellectual Property**

- 10.1. Intellectual property rights include all patent, copyright, and trademark rights.
- 10.2. All intellectual property rights related to the licensed products, including source code and documentation, remain with iomarket.
- 10.3. If a third party makes claims regarding intellectual property in connection with iomarket Cloud Services against the customer, the customer must notify iomarket immediately. In such cases, iomarket guarantees assistance to the customer and will take prompt action to defend against and resolve the claim.

## **11. Terms and Prices**

- 11.1. The details of invoicing are specified in the service description or price list of the respective product or service. Any additional travel costs and other expenses related to the provision of the service will be charged separately.
- 11.2. The prices quoted by iomarket and invoiced amounts are net prices/amounts and are therefore subject to the applicable VAT. By paying the invoice amount, the customer acknowledges the claim.
- 11.3. The payment term is contractually agreed upon and noted on the invoice. If no payment term has been contractually agreed, the invoice becomes due 30 days after receipt by the customer.
- 11.4. In the event of late payment, iomarket is entitled to charge default interest at the current interest rate, but at least 5% of the outstanding amount. Additionally, reminder fees may be charged. iomarket reserves the right to suspend services until payment is made, with ongoing fees remaining due. If the delay exceeds 90 days, iomarket has the right to terminate the contract with immediate effect.
- 11.5. The customer may dispute an invoice in writing within 30 days, with the invoice issuance date being decisive for the calculation of this period.
- 11.6. Offsetting counterclaims by the customer is excluded.

## **12. Marketing and PR**

- 12.1. During the service usage period, the customer grants iomarket the right to use the company name and service designations to draw attention to related parties on the iomarket platform, promote them, invite them to process a specific business case via the platform, or facilitate an accelerated onboarding process through iomarket's support.
- 12.2. Any other use requires the customer's consent.

## **13. Duration and Termination of the Contract, Service Interruption**

- 13.1. The contractual relationship begins in accordance with the agreements in the respective contract.
- 13.2. The minimum duration, notice period, and termination date are also determined by the agreements in the respective contract.
- 13.3. Termination must be made by registered letter, observing the contractually agreed notice period. If no notice period and no termination dates have been contractually agreed upon, termination must be made with six months' notice at the end of a month by registered letter.
- 13.4. In the event of a serious violation of the provisions of this contract or these General Terms and Conditions (GTC), or for other important reasons that make further contractual cooperation impossible for the parties, either party has the right to terminate the agreement without observing a notice period. If the customer is at fault, they must immediately reimburse iomarket for the agreed fee up to the minimum contract term. If no minimum contract term has been agreed upon, the fees must be reimbursed immediately up to the expiration of the ordinary notice period as per the contract or these GTC.
- 13.5. If the customer terminates the contract before the service is activated, they owe iomarket all costs incurred in this context, including the fee for the agreed minimum contract duration. If no minimum contract duration has been agreed upon, the fees corresponding to the ordinary notice period as per the contract or these GTC must be reimbursed immediately.
- 13.6. iomarket reserves the right to terminate the contractual relationship with six months' notice at the end of a month without stating reasons.
- 13.7. All expenses incurred due to termination by the customer or termination by iomarket due to the customer's fault, such as deactivation, data transfer, and archiving, will be charged to the customer.

- 13.8. After receiving the termination notice, the customer has a right to use the service for up to 90 days unless individual contractual regulations state otherwise and the customer meets their payment obligations.
- 13.9. iomarket reserves the right to restrict the customer's use of Cloud Services in the event of contract violations. These include, in particular, risks or threats to the security of the systems or Cloud Services, or failure to pay an overdue and reminded invoice.

#### **14. Changes to the Terms and Conditions**

- 14.1. We reserve the right to update or amend the General Terms and Conditions if necessary. In the event of significant changes, reasonable efforts will be made to draw attention to the changes. The applicable version will be published online on the website. Insofar as different language versions are available due to translated versions, the German version is relevant.

#### **15. Miscellaneous**

- 15.1. Any legal provisions governing the use and operation of the internet remain reserved and shall apply to all iomarket Cloud Services from their effective date.
- 15.2. If prior written consent from iomarket is obtained, the customer has the right to transfer the contract. iomarket has the right to assign claims arising from the contract to third parties.
- 15.3. In the event of termination of the contract, assignment, or assertion of claims, as well as other legally relevant actions, the customer is obliged to send such correspondence in writing by registered mail; an additional transmission by email is possible.

#### **16. Applicable Law and Jurisdiction**

- 16.1. 16.1. The exclusive place of jurisdiction for claims against iomarket is Zug (ZG), Switzerland. iomarket has the right to take legal action against the customer at their place of residence or business or at any other competent court.
- 16.2. 16.2. Swiss law is declared applicable.