

# TERMS AND CONDITIONS

# aiwebtoprint

**AiWebToPrint KLG**

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# Preamble – Acceptance of Terms

By accessing, registering for, subscribing to, or otherwise using the Service provided by aiwebtoprint klg, the Customer confirms that they have read, understood, and agree to be legally bound by these Terms and Conditions in their entirety.

If the Customer is acting on behalf of a legal entity, the individual accepting these Terms represents and warrants that they are authorized to bind such entity to these Terms.

If the Customer does not agree to these Terms and Conditions, the Service must not be accessed or used.

The continued use of the Service following any updates or modifications to these Terms constitutes acceptance of the revised Terms.

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## 1. Company Information

These Terms and Conditions (“Terms”) govern the use of the SaaS platform operated by **aiwebtoprint klg** (“Company”, “we”, “our”, “us”) accessible via [www.aiwebtoprint.com](http://www.aiwebtoprint.com) (the “Service”).

aiwebtoprint klg provides a cloud-based document generation and management software platform.

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## 2. Description of Service

### 2.1 Software Scope

The Service includes:

- A cloud-based document management and generation platform
- Professionally designed document templates created by the Company
- Implementation of Customer-provided document designs
- Customer-managed content within document types
- AI-supported content translation functionality
- Unlimited document creation per subscribed document type

A “document type” refers to a specific configured template subscribed to by the Customer.

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## 3. Ownership & Intellectual Property

### 3.1 Template Ownership & Design Rights

All software components, system architecture, automation logic, rendering technology, platform infrastructure, and proprietary template frameworks remain the exclusive intellectual property of aiwebtoprint klg.

Where the document layout, branding, visual design, or creative concept is provided by the Customer:

- Ownership of such Customer-provided design elements remains with the Customer.
- The Customer grants aiwebtoprint klg a non-exclusive, worldwide, royalty-free license to use, adapt, and technically implement such elements for operation of the Service.

Where aiwebtoprint klg creates or substantially develops the template structure:

- Ownership of the underlying technical implementation remains with aiwebtoprint klg.
- The Customer receives a non-exclusive usage right during the active subscription.

Under no circumstances may the Customer copy, extract, reverse engineer, or reuse the technical template structure, automation logic, or system architecture outside the Service.

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### 3.2 Customer Content

All content uploaded or generated by the Customer remains the Customer’s responsibility.

The Customer warrants that:

- They hold the necessary rights.
  - The content does not violate applicable law or third-party rights.
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### 3.3 License Grant

The Company grants a non-exclusive, non-transferable, revocable license to use the Service during the active subscription.

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## 4. AI Functionality

The Service includes AI-based translation functionality at no additional cost.

AI services may rely on third-party providers including but not limited to:

- OpenAI

AI-generated results:

- May contain inaccuracies
- Require user verification
- Are provided without guarantee of correctness

The Customer remains solely responsible for review and approval of AI-generated content.

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## 5. Third-Party Service Providers

The Service relies on third-party providers including but not limited to:

- UploadThing
- Cloudflare
- OpenAI
- External hosting providers

Availability depends partly on these providers.

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## 6. Availability & Force Majeure

The Service is provided “as available.”

The Company is not liable for interruptions caused by:

- Third-party failures
- Infrastructure disruptions

- Internet outages
  - Cyberattacks
  - Government actions
  - Natural disasters
  - Any event beyond reasonable control (Force Majeure)
- 

## 7. Subscription & Payment Model

### 7.1 Pay-As-You-Go Model

- Subscription per document type (CHF 45.-)
- Monthly billing
- Active until cancelled

### 7.2 Unlimited Documents

Unlimited documents may be created within each subscribed document type.

### 7.3 Cancellation

- Each document type may be cancelled individually
- Monthly cancellation possible
- Access continues until end of paid period

### 7.4 One-Time Setup Fee

A one-time setup fee applies when establishing a new document type, based on estimated implementation effort and agreed in advance.

### 7.5 Similar Document Discount

For document types with high similarity:

- Discounts up to 50% may apply
  - Determined at Company discretion
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### 7.6 Payment Default

Invoices are due within agreed payment terms.

In case of late payment:

- Statutory default interest under Swiss law may apply

- Reminder fees may be charged

The Company may:

- Suspend access
- Restrict functionality
- Terminate subscriptions after notice

Payment obligations remain unaffected.

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## 7.7 Pricing Adjustments

The Company may adjust pricing with at least 30 days' notice.

Customers may terminate before changes take effect.

Continued use constitutes acceptance.

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## 8. Feature Requests & Updates

The Service is provided “as is.”

Feature requests:

- May be submitted
- Are evaluated at Company discretion
- Do not create implementation obligations

The Company may modify or update the Service at any time.

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## 9. Data Protection & Privacy (Switzerland)

Processing is governed by:

- Swiss Federal Act on Data Protection (nFADP)
- GDPR, where applicable

The Customer acts as Controller.

The Company acts as Processor (Auftragsbearbeiter).

The Customer is solely responsible for lawful collection and processing of personal data entered into the Service.

The Company does not verify legality of uploaded data and shall not be liable for Customer non-compliance.

A separate Data Processing Agreement (Annex A) applies where required.

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## 10. Data Storage & Retention

- Data is stored in cloud infrastructure with redundancy
- Data will be deleted after termination following a reasonable retention period
- Customers are responsible for exporting data prior to termination

The Company is not liable for data loss after termination.

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## 11. Backup & Disaster Recovery

### 11.1 Backup Frequency

Backups are performed at least every 72 hours using industry-standard infrastructure.

### 11.2 Recovery Targets

- Target RTO: up to 72 hours
- Target RPO: up to 72 hours

These are target values, not guaranteed service levels.

### 11.3 Customer Responsibility

Customers remain responsible for independent exports and statutory archiving obligations.

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## 12. Limitation of Liability

To the maximum extent permitted by law:

- The Service is provided “as is”
- All implied warranties are excluded

Total liability is limited to the subscription fees paid during the preceding **(1) month**.

The Company is not liable for:

- Indirect damages



- Loss of profits
- Loss of data
- Business interruption
- Reputational damage

Mandatory liability under Swiss law remains unaffected.

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## 13. Indemnification

The Customer shall indemnify and hold harmless the Company against claims arising from:

- Uploaded content
  - Legal non-compliance
  - Misuse of the Service
  - Violation of third-party rights
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## 14. Confidentiality

Both parties agree to keep confidential all non-public business and technical information.

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## 15. Acceptable Use Policy

The Customer shall not:

- Upload unlawful or infringing content
- Distribute hate speech or discriminatory material
- Violate intellectual property rights
- Upload malware
- Interfere with system integrity
- Engage in scraping or automated extraction
- Reverse engineer the Service

Violations may result in immediate suspension or termination.

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## 16. Export Control & Sanctions

The Customer warrants compliance with Swiss, EU, US, and other applicable sanctions laws.

The Service may not be used in sanctioned jurisdictions or for prohibited military applications.

Access may be suspended if required for legal compliance.

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## 17. Service Level Agreement (SLA)

### 17.1 Uptime Target

Target uptime: **99.5% per calendar month**, excluding:

- Maintenance
- Force Majeure
- Third-party failures
- Customer-side issues

This is a service target, not a guarantee.

### 17.2 Maintenance

Scheduled maintenance may occur outside Swiss business hours.

Emergency maintenance may occur without notice.

### 17.3 Support Response Targets

- Critical: 1 business day
- Major: 2 business days
- Minor: 3–5 business days

Response time = acknowledgment only.

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## 18. Governing Law & Jurisdiction

These Terms are governed by the laws of **Switzerland**.

Exclusive place of jurisdiction: **Chur, Graubünden**, Switzerland.

# Annex A – Data Processing Agreement (DPA)

## A.1 Subject Matter

This Data Processing Agreement (“DPA”) governs the processing of personal data by **aiwebtoprint klg** (“Processor”) on behalf of the Customer (“Controller”).

Applicable laws:

- Swiss Federal Act on Data Protection (nFADP / revDSG)
  - EU General Data Protection Regulation (GDPR), where applicable
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## A.2 Nature and Purpose of Processing

The Processor may process personal data solely for the purpose of providing the Service, including:

- Storage of Customer-entered data
- Technical rendering and document generation
- Cloud hosting and infrastructure services
- AI-assisted translation features
- Transmission to integrated third-party services

Processing is performed strictly in accordance with the Customer’s documented instructions.

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## A.3 Processor Obligations

The Processor shall:

- Process personal data only according to documented instructions from the Customer
  - Ensure confidentiality of all personnel with access to personal data
  - Implement appropriate technical and organizational measures (TOMs) to protect personal data
  - Assist the Customer in responding to data subject requests
  - Notify the Customer without undue delay in the event of a personal data breach
  - Delete or return personal data upon termination of the Services, unless retention is required by law
-

## A.4 Subprocessors

The Customer authorizes the Processor to engage subprocessors for:

- Hosting
- Storage
- Infrastructure
- AI services

The Processor shall:

- Conclude written agreements with all subprocessors imposing equivalent data protection obligations
  - Remain liable for the actions of subprocessors
  - Ensure appropriate safeguards for any international transfers made by subprocessors
- 

## A.5 International Transfers

Where personal data is transferred outside Switzerland or the EU/EEA, the Processor shall implement appropriate safeguards, including:

- Adequacy decisions
- Standard Contractual Clauses (SCCs)
- Other lawful mechanisms under Swiss or EU law

The Customer remains responsible for ensuring that transfers comply with applicable data protection law.

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# Annex B – Backup & Disaster Recovery Policy

## B.1 Backup Frequency

- System data is backed up regularly using industry-standard cloud infrastructure
  - Backups are performed **at least once every 24 hours** unless otherwise agreed
  - Retention periods are determined based on operational needs
  - No guarantee is provided for indefinite data retention
- 

## B.2 Recovery Objectives

In the event of a major system failure:

- **Recovery Time Objective (RTO):** up to 72 hours
- **Recovery Point Objective (RPO):** up to 24 hours

These represent target objectives and are not guaranteed service levels.

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## B.3 Customer Responsibility

The Customer is responsible for:

- Regularly exporting important documents
- Maintaining independent archives where legally required
- Ensuring compliance with statutory retention obligations

The Processor shall **not** be liable for any data loss caused by the Customer's failure to maintain independent backups.

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# Annex C – Export Control & Sanctions

## C.1 Customer Representations & Warranties

The Customer warrants that:

- They are **not subject to sanctions** under Swiss, EU, US, or other applicable sanctions laws
  - They will not use the Service in violation of applicable export control regulations
  - They will not provide access to the Service to sanctioned persons or entities
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## C.2 Prohibited Uses

The Service **may not** be used for:

- Military or weapons-related applications prohibited under law
  - Activities in sanctioned jurisdictions
  - Any activity restricted by applicable international trade or export control laws
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## C.3 Enforcement

The Processor reserves the right to:

- Suspend or terminate Customer access to the Service immediately if required to comply with applicable export control or sanctions regulations