Terms and Conditions

Adnovum Portals

Adnovum AG, Badenerstrasse 170, 8004 Zurich, hereinafter referred to as «Adnovum» operates client portals («Adnovum Portals») for its Clients (legal entities, state institutions). The portals include ticketing systems, collaboration on shared spaces and the possibility to exchange files between Adnovum and the respective Client. Clients nominate people that are allowed to access the Adnovum Portals («Users»).

The subject of these Terms and Conditions is the use of the Adnovum Portals by Clients and their Users. Depending on the specific circumstances, Adnovum Portals enable Users to engage with services, including but not limited to ClientConnect, accessing a ticketing system for opening «Support Tickets» and «Project Tickets», exchanging files with Adnovum («File Share») and collecting software deliveries («Deliveries»). Additional features may be added in the future. The scope of use depends on separate agreements between Adnovum and the Client, which in case of explicit conflicting content take precedence over these Terms and Conditions for Adnovum Portals.

Access to Adnovum Portals / User Accounts and Responsibilities

Users access the Adnovum Portals via login to the particular portal. User accounts are created by Adnovum on the Client's request. Users cannot register themselves. Every Client must designate at least one responsible person who will be informed on all changes regarding the Client's projects.

It is the sole responsibility of the Client to decide which Users can access the Adnovum Portals. Client and Users shall provide Adnovum with accurate User information as required by Adnovum. Adnovum will, at its discretion, verify the information as it deems necessary. Client remains responsible for the accuracy of all User information and the request for deletion should access no longer be required.

A User account may only be used by one individual person. Sharing of User accounts is strictly prohibited. Client and Users are fully responsible for all usage and activity on a certain User account, including, but not limited to unlawful use of the account by a third party. Client and Users shall notify Adnovum immediately of any suspected unauthorized use of a User account or any other potential breach of security.

The Adnovum Portals may only be used for purposes consistent with the Client's agreement with Adnovum and in compliance with applicable laws, including, without limitation, copyright, trademark, data protection and obscenity and defamation laws. Users and Client agree not to transmit through the Adnovum Portals any unlawful, harassing, abusive, threatening, vulgar, obscene or otherwise reasonably objectionable material of any kind. Client and Users are jointly and severally liable for the entire content of the information (language, images, sounds, computer programs, databases, audio/video files, etc.) transmitted by them via Adnovum Portals.

Users may deactivate their User account at any time. Under certain circumstances, Users are obligated to deactivate their User account. Users must deactivate their User accounts on leaving the Client's organization, or if their role or function within the Client's organization changes so that they no longer require access to the Adnovum Portals. The Client ensures that Adnovum is informed immediately on any deactivation that may be necessary. Adnovum reserves the right to deactivate User accounts that remain inactive for longer than 18 months.

Adnovum reserves the right to suspend or delete any User account that breaches the obligations mentioned in these Terms and Conditions at its sole discretion.

Technical Users

On the Client's request, Adnovum may create so called Technical Users. Technical Users shall be used solely for their intended purpose and must not, under any circumstances, breach any other restrictions or constraints.

The credentials of a Technical User may be shared within the Client's organization. In general, accounts of Technical Users are only valid for a limited period of time agreed between the Client and Adnovum. In case there is no explicit agreement, a Technical User account is active for three months.

The Client ensures that it will take the necessary measures to ensure that only people who are allowed to access Adnovum Portals via a Technical User account are able to do so. If an employee leaves the organization, the Client makes sure that the password is changed or that other measures are taken to ensure that the employee who left the organization no longer has access to the Adnovum Portals.

Ticketing System and File Share

Users can engage with services through the Adnovum Portals at their own discretion. Access to the particular Adnovum Portal is project-related, i.e. a User can only access data and files of projects it was explicitly assigned to access by the responsible person(s).

The Client and all Users are obligated to comply with the contractual and intended use of the storage space and services. Only data that is relevant for the cooperation between Adnovum and the Client shall be transmitted via Adnovum Portals.

Any conduct that Adnovum, at its sole discretion, believes to breach the aforementioned obligations and/or applicable laws will not be permitted. Adnovum reserves the right, at its sole discretion, to remove or edit any content submitted by any User.

Collecting of Software Deliveries

If agreed between the Client and Adnovum, the respective Adnovum Portal may be used by Adnovum for the delivery of software ordered by the Client, usually as binary code and exceptionally as source code. Delivery via Adnovum Portals does not have any effect on the Client's and Adnovum's rights and obligations under the agreements in force between them. All rights and obligations, in particular the Client's rights to the delivered applications, shall be governed exclusively by the respective agreements about the creation and/or delivery of the deliverables concerned.

Data Protection and Security

1. **Data Security**

   Adnovum uses appropriate technical and organizational measures to protect the data processed in the respective Adnovum Portal. The measures are designed to provide a level of security appropriate to the risk of processing the data. In particular, Adnovum Portals include protection against malware. However, no method of transmission or storage over the internet is completely secure, and we cannot guarantee the absolute security of your data. By using the services provided by Adnovum Portals you consent to the residual risk of digital transmission and remain responsible for taking appropriate measures to protect your files and content.

   Adnovum technically secures access to User accounts. However, Users must fulfil the usual duties of care to prevent misuse of their accounts. This includes, in particular, choosing a secure password and keeping it secret.

2. **Data Processing**

   The Client and Users understand that Adnovum processes personal data in accordance with applicable Data Protection Laws and our Privacy Policy. By using the Adnovum Portals, you consent to such collection and processing of your personal data. The principle of data minimization is of particular concern to Adnovum. Adnovum does not process any more data than is necessary for the use of the Adnovum Portals. On the other hand, the Client and Users are requested to fully minimize the transfer of sensitive data via Adnovum Portals, in particular in connection with the Ticketing System. The Client and Users shall not transmit any data that contains Customer-Identifying Data (CID) or that is classified as confidential for other reasons. Client and Users shall only transmit personal data or productive data if this is absolutely imperative for the processing of a support ticket. Client and Users are required to use anonymization and similar measures whenever possible.

   We will retain your personal data for as long as necessary to fulfil the purposes outlined in our Privacy Policy and for specific use of the respective Adnovum Portals, unless a longer retention period is required or permitted by law.

Use of Subprocessors

Client and Users are aware of the fact that Adnovum may process data outside of Switzerland. In particular, data may be processed at other locations of Adnovum within Europe.

In addition you acknowledge and agree that we may engage third-party subprocessors within Europe to provide certain services on our behalf in connection with Adnovum Portals. These subprocessors may have access to your files and content submitted to the extent necessary to perform their services such as third-level support requests.

We will ensure that any subprocessor we engage to process your data will be subject to contractual obligations that provide a level of data protection and security no less protective than those set forth in these Terms and Conditions and the underlying contractual agreements.

Liability

The Adnovum Portals are provided on an «as is» basis without warranties of any kind, either explicitly or implied.

The Client and Users expressly agree to using Adnovum Portals at their sole risk. Neither Adnovum nor any of Adnovum's affiliates, employees, agents, third-party content providers or licensors warrant that use of Adnovum Portals will be uninterrupted or error free. In addition, Adnovum does not make any warranty as to the results that may be obtained from the use of Adnovum Portals, nor as to the accuracy, reliability or content of any information, service, or merchandise provided through Adnovum Portals.

To the fullest extent permissible by applicable law, in no event shall Adnovum be liable to the Client or a User for any lost profits, costs of substitute goods or services, loss of data, loss of goodwill, work stoppage, computer and/or device or technology failure or malfunction or for any form of direct or indirect damages on any causes of action arising out of the use of Adnovum Portals or any alleged failure of performance, error, omission, interruption, deletion, defect, or delay in service, operation, or transmission of Adnovum Portals, or any alleged computer virus, communication line failure, theft or destruction of property, and/or unauthorized access to, alteration, or use of or posting of any record, content, or technology, pertaining to or on Adnovum Portals. Without limiting the generality of the foregoing, the Client also specifically acknowledges that Adnovum is not liable for any actual or alleged defamatory, offensive, or illegal conduct of any User of Adnovum Portals or any other third parties.

Modifications

Adnovum may change or discontinue any aspect, service, or feature of the Adnovum Portals at any time, including, but not limited to, content, availability, and equipment needed for access or use.
Adnovum may also revise these Terms and Conditions from time to time to better reflect:

(a) changes to the law or regulatory requirements,
(b) improvements or enhancements made to our Services, or
(c) changes to the separate agreements with the Client.

If an update affects the User's individual use of Adnovum Portals, Adnovum will notify the User on the login page.

Applicable Law

These Terms and Conditions are governed by Swiss law with exception of its conflicts of laws principles.