

Xetion AG - Terms and Conditions

These terms and conditions (hereinafter “Terms”) constitute the legal relationship and legally binding agreement between Xetion AG and each user (hereinafter together Parties), in respect of using the website provided at <https://xetion.com> (hereinafter “Website”) and of the Xetion Alpha Preview of Xetion AG (hereinafter “Xetion Alpha Preview”). By pre-registering to participate in Xetion Alpha Preview, each User confirms that he fully agrees to all the terms and conditions contained in this document. If the User does not agree to the terms and conditions contained in this document, then the User may not pre-register on the Website, register and participate in the Xetion Alpha Preview nor use Xetion in any way.

If you have any questions regarding these Terms, please contact Xetion AG at **contact@xetion.com**

Xetion Alpha Preview is subject to these Terms. Neither these Terms nor the Website or any documents referred to in these Terms constitute a prospectus of any sort, nor a solicitation or recommendation for investment, nor an initial public offering, nor an offering of shares or equity, nor do they pertain to an offering of securities in any form or manner.

The use of Xetion is not and may not be construed as any kind of assurance, guarantee or promise that the Project will be successfully developed and/or that any of the services described as being part of the Project will be launched or offered. These Terms govern exclusively the Xetion Alpha Preview and shall not apply or regulate the implementation of the Project or the provision of any services described as being part of the Project.

Xetion AG has the right to amend these Terms at any time by publishing a respective notice together with the amended version of the Terms on the Website. Xetion AG can also amend these Terms if there is any change in the laws or regulations, or any new or amended interpretation of such laws or regulations, or any action by any regulator or public authority which may, directly or indirectly, affect the Xetion Alpha Preview, the Project, Xetion AG and/or the User. The User’s continued use of the Website after any amendments or alterations of these Terms shall constitute the User’s consent hereto and acceptance hereof.

TERMS & CONDITIONS FOR Alpha SOFTWARE

THIS PAGE (TOGETHER WITH THE DOCUMENTS REFERRED TO ON IT) CONTAINS THE TERMS AND CONDITIONS OF USE OF “Xetion Alpha Preview” TO BE ACCEPTED BEFORE INSTALLATION OF ANY “Xetion Alpha Preview”. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE INSTALLING OR USING ANY SOFTWARE FROM THIS WEBSITE. YOU SHOULD UNDERSTAND THAT BY INSTALLING ANY SOFTWARE FROM THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND AVG NETHERLANDS B.V. (“Xetion AG“). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, ABANDON THE REGISTRATION PROCESS AND DO NOT INSTALL OR USE “Xetion Alpha Preview”.

1. Xetion AG USER CONDITIONS

1.1 Your use of the Xetion Alpha Preview is governed by these terms and conditions (“Alpha User Conditions”) which you should read carefully before installing Xetion Alpha Preview. These Alpha User Conditions represent a binding contract between Xetion AG and you. If you do not agree with these Alpha User Conditions, please do not install or use Xetion Alpha Preview.

1.2 Xetion AG may update or amend these Alpha User Conditions at any time. Xetion AG will communicate such changes to you via the Alpha Portal.

1.3 These Alpha User Conditions apply to you regardless of how you have accessed the Xetion Alpha Preview and regardless of the territory in which you live or conduct business.

2. Xetion Alpha Preview; LIMITED WARRANTY AND LIABILITY

2.1 Although utilizable by experienced users, Xetion Alpha Preview is still being developed, tested and evaluated. Xetion Alpha Preview has not been released for sale, distribution or any use by the general public.

2.2 Xetion Alpha Preview IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USE OF Xetion Alpha Preview IS ENTIRELY AT YOUR OWN RISK AND MAY VOID WARRANTY ON YOUR PRODUCT. SHOULD Xetion Alpha Preview PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY MAINTENANCE, SERVICING OR REPAIR. IT IS THEREFORE YOUR RESPONSIBILITY TO TAKE ADEQUATE PRECAUTION AGAINST POSSIBLE DAMAGES RESULTING FROM THE USE OF Xetion Alpha Preview. Xetion Alpha Preview SHOULD UNDER NO CIRCUMSTANCES BE USED ON SENSITIVE AND/OR VALUABLE DATA. IF YOU ARE IN ANY DOUBT, PLEASE DO NOT INSTALL AND/OR USE Xetion Alpha Preview.

2.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Xetion AG WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE Xetion Alpha Preview (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF Xetion Alpha Preview TO OPERATE WITH ANY OTHER PROGRAMS). IN NO EVENT SHALL Xetion AG' LIABILITY EXCEED THE PRICE YOU PAID FOR Xetion Alpha Preview, IF APPLICABLE.

2.4 WE EXPRESSLY REPRESENT THAT Xetion Alpha Preview IS NOT A FINAL PRODUCT AND, AS SUCH, MAY CONTAIN VARIOUS ERRORS, DEFECTS AND IT MAY BE UNSTABLE. WE DO NOT RECOMMEND INSTALLING Xetion Alpha Preview DURING FULL OR EVERYDAY OPERATION. FURTHERMORE, WE DO NOT RECOMMEND TO INSTALL Xetion Alpha Preview UNLESS YOU ARE AN EXPERIENCED USER.

3. NO TECHNICAL SUPPORT

Xetion AG will not provide any technical support, maintenance or any other services for any Xetion Alpha Preview.

4. NO UPDATES

Xetion AG will not provide any updates to Xetion Alpha Preview, any updated malware signatures or any other updated content utilized by Xetion Alpha Preview (such as virus and spyware definitions, antis spam rules, URL lists, firewall rules, vulnerability data or lists of authenticated web pages) (“Updates”). However, should Xetion AG in its sole discretion provide you with any Updates, such Updates will be deemed to form part of Xetion Alpha Preview for all purposes under these Alpha User Conditions, unless other terms of use are provided by Xetion AG in connection with such Updates.

5. COPYRIGHT LICENCE

Specific terms and conditions of a copyright licence granted to you by Xetion AG and entitling you to use Xetion Alpha Preview for the purposes of evaluation and testing are included in the End User Software License Agreement concluded between Xetion AG and you (EULA). In order to use the Alpha Portal and to use the Xetion Alpha Preview you are required to accept these Alpha User Conditions, the EULA and Xetion AG Privacy Policy.

6. FEEDBACK

You will give Xetion AG feedback about Xetion Alpha Preview consisting of, without limitation, your suggestions, comments or any other feedback, whether it is required or provided on a voluntary basis (“Feedback”). If you provide Xetion AG with any Feedback, as part of the testing and evaluation of Xetion Alpha Preview, you agree that: (a) Xetion AG may freely use, disclose, reproduce, license, distribute and otherwise commercialize the Feedback in any Xetion AG product, specification or other documentation; and (b) you will not give Xetion AG any Feedback (i) that you have reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (ii) that is subject to licence terms that seek to require any Xetion AG product incorporating or derived from any Feedback, or other Xetion AG intellectual property, to be licensed to or otherwise shared with any third party.

7. PRIVACY POLICY

Xetion AG recognizes the importance of maintaining the privacy of personal data which it collects and processes. By accepting these Alpha User Conditions you expressly agree to be bound by the Xetion AG [Privacy Policy](#).

8. CONFIDENTIALITY

8.1 Xetion Alpha Preview, any information relating to Alpha testing progress and results, the Feedback, any product-related information and any other proprietary technology or know-how provided to you in whatever form by Xetion AG through the Alpha Portal or in connection with testing and evaluation of Xetion Alpha Preview is confidential (“Confidential Information”).

8.2 You will keep, and ensure that any and all persons, firms, companies or organisations associated with you keep, all Confidential Information confidential and not disclose it to any person, unless permitted under this clause. This confidentiality obligation does not apply to the disclosure of Confidential Information which: (a) is or comes into public domain, except through breach of the confidentiality obligation under this clause; (b) comes lawfully into your possession from a third party who is not bound by a confidentiality obligation relating to such Confidential Information; (c) is required to be disclosed by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body, or any law, provided that you will promptly notify Xetion AG in writing, or (d) is disclosed by you with Xetion AG’ prior written consent.

8.3 UNDER NO CIRCUMSTANCES MAY ANY INFORMATION ABOUT THE TESTING PROGRESS AND/OR RESULTS BE PROVIDED TO PERSONS THAT ARE NOT INVOLVED IN THE Alpha TESTING PROCESS. ANY PUBLICATION OF Alpha VERSIONS TESTING

RESULTS, REVIEWS OR EVALUATIONS IS ONLY PERMITTED WITH THE PRIOR WRITTEN CONSENT OF Xetion AG.

9. LANGUAGE

The governing language of these Alpha User Conditions is English. Although Xetion AG may provide one or more translations for your convenience, the English version shall prevail in the event of any conflict or discrepancy between the English and any other language version of these Alpha User Conditions.

10. GOVERNING LAW

These Alpha User Conditions will be governed by the laws of the Canton Zurich, Switzerland.

11. DISPUTE RESOLUTION

All disputes arising out of or in connection with these Alpha User Conditions shall be finally decided by courts sitting in the Zurich, Switzerland.

12. ENTIRE AGREEMENT

These Alpha User Conditions (together with the documents to which they refer) contain the whole agreement between you and Xetion AG relating to the use of The Xetion Alpha Preview and supersede all previous agreements between you and Xetion AG relating to it. You acknowledge that in agreeing to these Alpha User Conditions you have not relied on any representation, warranty or other assurance except those set out on the Alpha Portal.