

Terms of Use

1. Acceptance of Agreement: The Swiss Cyber Gate AG services on this and other websites are offered to you under the condition that you accept the terms of use contained herein without modification. Your use of the Swiss Cyber Gate AG services constitutes your agreement to all such terms, conditions, and notices. Swiss Cyber Gate AG reserves the right to modify or amend these Terms of Use at any time and for any reason; users will be notified about changes via our website.

2. Swiss Cyber Gate Services: Swiss Cyber Gate AG offers to you a secure transfer service for your personal and commercial use to protect your confidential, sensitive, and proprietary information when transmitting over the internet (this service and the related services or any portion thereof are summarized hereinafter as 'Services'). The Swiss Cyber Gate website and the Services are entirely operated in Switzerland.

3. Right to Use: You agree to use the Services only to transfer files/data and material that are lawful. Your right to use the Services and any password or right given to you to obtain information or documents is not transferable. You are not allowed to use the Services for any purpose that is unlawful or prohibited by these terms, conditions, notices and by law of any applicable jurisdiction. By way of example, and not as a limitation, you agree that when using the Services, you will not use the Services in connection with junk email, viruses, spamming or any duplicative or unsolicited files/data, abuse, harass, villainize, stalk, threaten or otherwise violate the legal rights of others, material or information that incites discrimination, hate or violence towards one person or a group because of their belonging to a race, a religion or a nation.

4. Your Responsibility: You are entirely responsible for maintaining the confidentiality and quality of your password as well as the confidentiality of the PIN to the recipients of your message. You agree to notify Swiss Cyber Gate AG immediately of any possible or actual unauthorized use of your account or any other breach of security. Furthermore you acknowledge that if you delete any files/data and contents they will not be recoverable anymore. You are aware that it is your responsibility to install the technical requirements (e.g. the browser-technology) as defined by Swiss Cyber Gate AG for the use of the Services. You will accept any limitation of use due to technical reasons. It is also your responsibility to ensure that you only enter your password into the original Swiss Cyber Gate website and that you have a back-up copy of any data/files and other content you upload to or transfer or receive through the Services offered by Swiss Cyber Gate AG. If the Swiss Cyber Gate website or any Services offered on any Swiss Cyber Gate AG website requires you to open an account, you must complete the registration process by providing Swiss Cyber Gate AG with current, complete and accurate information as prompted by the applicable registration forms and to keep these information up to date.

5. Cargo Server, Swiss Cyber Gate Professional and Company version payment conditions: The first subscription term starts as soon as you register and the fees due are fully paid. Depending on the subscription term chosen, the fee for the subsequent Services and any other charges that may incur in connection with your use of the Services will be charged (per billing term) within the week prior to the start date of your next subscription term. Depending on the payment method you use, the payment method issuer may charge you for certain fees associated with processing your payment. You acknowledge that the amount billed for each subscription period may vary for reasons that may include but are not limited to differing amounts due to promotional offers or changes in the amount of applicable sales tax or exchange rate, and you authorize Swiss Cyber Gate AG to charge you for such varying amounts. Swiss Cyber Gate AG notifies you via the email address you provided us when the payment of your (next) account fee will and has been charged. You can change your payment method in your account settings.

Swiss Cyber Gate AG may suspend or cancel the Services to you if a payment is not successfully settled, for instance in case of insufficient funds, expiration of credit cards, changed payment details or otherwise.

6. Privacy and Protection of Personal Information: The protection of Personal Information is subject to the applicable Swiss legislation, e.g. the Swiss Federal Act on Data Protection. Swiss Cyber Gate AG is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site or any combination of a Swiss Cyber Gate Site and a Linked Site. Please find additional information in the document "Data Protection Declaration and Cookie Statement".

7. Property Rights to Services: The ownership of the Swiss Cyber Gate website and Services or other rights to the Swiss Cyber Gate website and Services are the sole property of Swiss Cyber Gate AG. Insofar as these rights do not already belong to Swiss Cyber Gate AG or fall to Swiss Cyber Gate AG by default, you herewith assign all of these rights to Swiss Cyber Gate AG.

8. Intellectual Property Rights: Intellectual property rights, particularly copyrights, patents and trademarks, and any other property rights on the Swiss Cyber Gate website in the Service are the sole property of Swiss Cyber Gate AG. Insofar as these rights do not already belong to Swiss Cyber Gate AG or fall to Swiss Cyber Gate AG by default, you herewith assign all of these rights to Swiss Cyber Gate AG. All these rights are reserved. By submitting any contribution, product, idea etc. of any kind to Swiss Cyber Gate AG you warrant and represent that you own or otherwise control all of these rights including, without limitation, all intellectual property rights and you herewith agree to assign all of these rights to Swiss Cyber Gate AG.

9. File ownership, permissions and responsibility: Swiss Cyber Gate AG does not claim any ownership of the contents of the files you transfer through our Services. You are fully and solely responsible and accountable for the files you transfer through our Services. By using our Services, you guarantee that you have, for each file, all required permissions, including from copyright and other intellectual property rights holders, to distribute, transfer, store and/or make available online as part of our Services. Swiss Cyber Gate AG is not liable to you or any third party for any damages arising out of the content shared by you including but not limited to, copyright protected works and/or trademarks.

10. Disclaimer: Swiss Cyber Gate AG and/or its respective suppliers make no representations about the suitability, merchantability, fitness for a particular purpose of the Services, the information, content, documents, and related graphics published on this website for any purpose. Swiss Cyber Gate AG makes no representation or warranty that any Services will be uninterrupted, timely or error-free. Particularly Swiss Cyber Gate AG makes no representation or warranty that any Services will be secure in case of hackers, virus or any other attacks.

11. Restrictions: Swiss Cyber Gate AG respects your rights and expects that you respect those of Swiss Cyber Gate AG. This includes respecting the right to privacy, corporate intelligence and business secrets and intellectual property rights, such as trademarks, copyrights, trade names and logos. You agree not to use the Services to commit or promote, enable or facilitate unlawful or criminal acts or violations of these Terms of Service or facilitate or promote others to do so. As a condition to make use of the Services you agree not to transfer, distribute or store any files that:

- feature child pornography;
- are obscene, defamatory, libellous, slanderous, profane, indecent or unlawful,
- promote racism, violence or hatred;
- you don't have the right to copy and/or transfer;

- infringe, violate or misappropriate intellectual property rights, privacy rights, including data protection rights, and/or any other kind of rights;
- infringe on or violate any applicable law or regulation;
- constitute 'hate speech', whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation or language of such individual or group, and/or;
- facilitate or promote the sale or use illicit product such as drugs.

In addition, you agree not to:

- impersonate or falsely pretend affiliation with any person or entity;
- access any non-public areas of the Swiss Cyber Gate website or Services unless entitled so with a subscription.

12. Liability: Swiss Cyber Gate AG herewith excludes any and all liability in the scope allowed by Swiss Law. Particularly Swiss Cyber Gate AG will not be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Swiss Cyber Gate websites or Services. All responsibility or liability for any damages caused by hacker or viruses or any other attack is excluded. You agree that Swiss Cyber Gate AG has no responsibility or liability for the deletion, corruption or failure to store any files/data or other content maintained or transmitted by any Services. Swiss Cyber Gate AG will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. In addition, Swiss Cyber Gate AG will not be liable for any and all contents which have reached the recipient. However, you could be held liable for losses incurred by Swiss Cyber Gate AG or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder. You agree to indemnify, defend and hold Swiss Cyber Gate AG and its partners, attorneys, staff and affiliates harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

13. Termination: Swiss Cyber Gate AG reserves the right, in its sole discretion, to terminate your access to any or all Services or any portion thereof at any time, without notice. Swiss Cyber Gate AG shall have no obligation to maintain any content or to forward any unread or unsent files/data to you or any third party. Swiss Cyber Gate AG will delete all files/data after a defined amount of time, irrespective of whether they have been received or not.

14. Severability Clause: If parts of this agreement should be null and void or of no legal force, the remainder of the agreement remains valid. The parties to the agreement will then modify the agreement in such a way that the objectives defined in the sections which are null and void or of no legal force are economically achieved as much as this is possible.

15. Applicable Law / Place of Jurisdiction: This Agreement and the Services provided through the Swiss Cyber Gate website are exclusively subject to Swiss law, under exclusion of its conflicts of law provisions, in particular the Swiss Federal Act on International Private Law. You recognize the exclusive jurisdiction of the courts of Zurich, Switzerland. Swiss Cyber Gate is also entitled to take legal action against you before any other competent court.

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