

Cableizer® Terms and Conditions

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Article 1 – Object of the Agreement

¹ Upon the making of this agreement, the company **Braavos GmbH** (hereinafter: Braavos) agrees to enable the Customer to use the software application **Cableizer** (hereinafter: Cableizer) by its engineer(s) (hereinafter: User) via one or more User Account (hereinafter: Account) in accordance with Article 3 below and the Customer agrees to pay a usage fee according to Article 4 below.
² Cableizer is used to simulate physical processes using data that the User uploads in an Account. These data are composed of various parameters, settings, and other necessary information.

Article 2 – Account

¹ The User can create an Account via the provided form where a unique username, a unique e-mail address, and a password must be entered and consent to the terms and conditions must be given. By clicking the registration button an e-mail will then be sent to the e-mail address entered containing an activation link. The activation link must be clicked to activate the Account. If the User fails to activate the Account within the given time, the Account will be deleted automatically.
² When the User logs in using the user name and password or the e-mail address and password, the User can optionally enter additional information.
³ Basic functions are available free of charge such as creating and modifying objects and projects. To enable the expanded functions such as starting a calculation, an order must be placed.

Article 3 – Application

¹ Braavos grants the use of its server-based software application (hereinafter: App) in the form of a Software as a Service (SaaS).
² The User enters data on a browser-based graphical user interface on the User's local device where it is stored using Cookies.
³ Braavos rents computing capacity on servers in external computer centers in order to enable the use of its App. The use of the App will be carried out on these servers. Results are sent back to the User to be stored locally. Results are not stored on the servers.
⁴ To execute calculations, the data will be transmitted via internet to the servers and back to the User in encrypted form.
⁵ The App sends error reports to Braavos' administrative staff about errors in the program's application flow during its usage. The User consents to Braavos using these data exclusively for debugging and optimizing the App and for user support. Braavos does not use the data that are uploaded by the User for other purposes.
⁶ Braavos takes customary precautionary measures in order to guarantee the security and confidentiality of the user data.

Article 4 – Usage Fee

¹ The User can use the basic functions of the App free of charge. Expanded functions such as starting calculations are subject to a subscription fee.
² The fee is composed of a flat fee for a certain time period (subscription). All prices can be found on Cableizer's website.
³ An order confirmation is sent to the User in digital form after placing an order to the e-mail address specified in the Account.
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⁵ Orders with payment by credit-card automatically activates the subscription. Orders with payment by bank transfer will be activated manually after receipt of the payment. The option to pay by bank transfer needs to be activated for the User Account and is only possible for subscriptions with longer durations of 1 or 2 years.
⁶ The User has the right to cancel orders without providing reasons within ten (10) days or until the subscriptions was activated (whichever comes first). In order to exercise your right of cancellation, you can send a clear statement (e.g., a letter sent by mail or e-mail) indicating your decision to cancel this Agreement to "Braavos GmbH, Schweiweg 4, 5608 Stetten, Switzerland" or to info@cableizer.com. Cancellation of activated subscriptions is no longer possible.
⁷ When the subscription period is over, functionality of the expanded functions will terminate without any further requirements and does not lead to any additional obligations.
⁸ Deletion of the Account shall have no effect whatsoever on the paid usage fee.

Article 5 – Data necessary for use

¹ Braavos uses an account from another web-service to record the data necessary for invoicing and ensures that the User can use the App through the Account. Braavos expressly points out the fact that the data required for payment of the usage fee are not stored by Braavos, but rather by companies accredited for this purpose, in order to ensure the security of this information.
² In order to be able to use the App, the User shall personally specify the data necessary to run a simulation such as geometric information, material parameters, loads, etc. The App provides example and recommended values for various parameters collected from reliable sources without taking responsibility for its correctness and usability.
³ The User is solely responsible for the correctness and completeness of the data and the modeling of the technical system. The App can only perform a calculation correctly using completely transmitted and correct data. Braavos therefore assumes no liability for the correctness of the calculated results with regard to the process to be simulated.
⁴ The User can access the data that he has loaded into his Account at any time, and can access the results obtained by the use of the App at any time. If Braavos would be temporarily unable to provide these data and results for technical reasons, then Cableizer agrees to remedy the malfunction promptly. This excludes events of force majeure.
⁵ The User can freely use the results of the usage of paid subscriptions.

Article 6 – Right of use

¹ The Customer/User is not entitled to transfer the right of use to third parties.
² Members of the Customer's company or authorized third parties are permitted to upload data.
³ The access to the Account is limited to one person (User).
⁴ The User is not authorized to use the App through his Account on behalf of third parties.
⁵ In case of unauthorized usage, Braavos is entitled to block the Account. In this case, Braavos shall issue a closing invoice within the meaning of Article 3 above to the provided e-mail address.

Article 7 – Warranty

¹ If the App has an error, then the User shall have a right to remedy of defects. The Customer shall have a right to withdraw from the Agreement if Braavos can not remedy a significant error in the simulation within a reasonable period. Sentences 1 and 2 shall apply subject to the limitation of liability and warranty within this regulation.
² Braavos shall only be liable for wrongful intent and gross negligence.
³ Braavos warrants the functionality of the App, with the proviso of customary defects that technically cannot be excluded (e.g., bugs). Defects in the App will be removed upon their discovery in an upcoming release. If a calculated result is false due to a defect that has then been remedied, the specific calculation process can be repeated without being charged a usage fee.
⁴ Otherwise, liability for damage and consequential damage due to defects is limited to wrongful intent and gross negligence.
⁵ Any and all liability is excluded for the modeling of the technical system since this falls beyond Braavos's sphere of influence.
⁶ Braavos's liability for its agents is limited to wrongful intent and gross negligence.
⁷ Notwithstanding the provision of Article 2 (5) above, liability for data loss is limited to wrongful intent and gross negligence.
⁸ The amount of claims for damage shall be limited in all cases to CHF 50'000. Due to the special hazards that may result in individual cases from releasing applications for sale, Braavos recommends purchasing insurance.
⁹ The inadequacies that customarily occur in the App and therefore cannot be excluded shall be kept to the lowest level possible by Braavos regularly revising the App. Such revision shall be carried out outside of the main usage periods insofar as technically possible. The User is obligated to notify Braavos promptly of defects in the App that the User becomes aware of. Similarly, the User shall provide notice of any defects becoming known to him in the interaction of the various components of the App. Any restrictions on the functionality of Braavos's offerings will be limited to the minimum amount possible. Braavos reserves the right to temporarily or permanently deactivate individual modules and/or calculation methods without compensation.
¹⁰ Cableizer also uses third-party software for individual parts of simulation runs. Braavos selects this software to the best of its knowledge and belief. Braavos assumes a warranty for the functionality of the third-party software provided for use only in case of wrongful intent and gross negligence, but agrees to report errors to the author of the software immediately after their discovery. Braavos is not responsible for errors in third-party software. If third-party software becomes unavailable and no useable alternative can be found, functionalities relying on the third-party software may have to be removed without compensation.
¹¹ The limitation of liability does not apply to personal injury, damage to health, and death.

Article 8 – Support

¹ The User may request that Braavos employees help in the creation of a simulation.
² In this case as well, Braavos excludes any and all liability for the correctness of the modeling of the technical system. Braavos can help exclusively in setting the tool, but shall in no case make its own assessment of what is technically necessary for the User.

Article 9 – Termination of the Agreement

¹ The Customer/User can delete his Account when he has paid the usage fee due under Article 4 hereof.
² Braavos reserves and retains the right to delete the Account in question after termination by a Customer/User.
³ After deleting the Account, Braavos will also delete all other Customer/User data.

Article 10 – Final Provisions

¹ Should individual provisions be or become invalid or contestable in toto or in part, this shall not affect the applicability and validity of the other clauses set forth herein, and this provision shall be interpreted and/or supplemented in such a way that the intended meaning and purpose is achieved to the extent possible.
² All amendments shall require written form to be effective; this shall apply to the requirement of written form itself.
³ Swiss law shall be exclusively applied to this Agreement. The UN convention on contracts for the international sale of goods and the provisions of international private law shall not apply to this Agreement.
⁴ Baden Regional Court (Bezirksgericht Baden) shall have exclusive jurisdiction and venue for any disputes arising from and with regard to this Agreement.