

Cableizer® Terms and Conditions

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Article 1 – Object of the Agreement

- ¹ Upon entering into this agreement, Braavos GmbH (hereinafter referred to as "Braavos") agrees to enable business entities (hereinafter referred to as "Customer") to use the software application Cableizer® (hereinafter referred to as "Cableizer") through its engineers and professionals (hereinafter referred to as "User") via one or more User Accounts (hereinafter referred to as "Account") as defined in Article 2 below, for the services specified in Article 3 below. The Customer agrees to pay a usage fee in accordance with Article 4 below. Usage of Cableizer is conditional upon compliance with these terms and conditions.
- ² The software provided is exclusively designed for use by business entities and professionals. Use by consumers is strictly prohibited. Users confirm that they act in a business capacity when using the software.
- ³ Cableizer is used to simulate physical processes using data that the User uploads into an Account. These data consist of various parameters, settings, and other necessary information.
- ⁴ Non-compliance with these terms and conditions may result in suspension or termination of the User's access to Cableizer.

Article 2 – Account

- ¹ The User can create an Account via the provided form by entering a unique username, a unique e-mail address, and a password, and by consenting to the terms and conditions. Upon clicking the registration button, an e-mail containing an activation link will be sent to the entered e-mail address. 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 automatically deleted. Braavos reserves the right to refuse the creation of an account or to require further verification at its discretion.
- ² When the User logs in using the username and password, or the e-mail address and password, the User may optionally enter additional information.
- ³ Basic functions are available free of charge, such as creating and modifying objects and projects. To enable expanded functions such as starting a calculation, an order must be placed.
- ⁴ Accounts that have not been used for more than a year and for which no subscription is active may be deleted along with their models. The User will be contacted by e-mail at least one month in advance before this happens.
- ⁵ The User is responsible for maintaining the confidentiality of their account credentials and for all activities that occur under their Account. If the User suspects any unauthorized use of their Account, they must notify Braavos immediately.

Article 3 – Application

- ¹ Braavos grants the use of its server-based software application (hereinafter referred to as "App") in the form of a Software as a Service (SaaS).
- ² The User enters data via a browser-based graphical user interface on the User's local device, where it is stored using cookies. Users are responsible for maintaining the security and integrity of their local devices and for ensuring that their devices meet all necessary technical requirements.
- ³ Braavos rents computing capacity on servers in external data centers 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 and are not stored on the servers.
- ⁴ To execute calculations, data will be transmitted via the internet to the servers and back to the User in encrypted form.
- ⁵ The App sends error reports to Braavos' administrative staff regarding errors in the program's application flow during usage. The User consents to Braavos using these data exclusively for debugging, optimizing the App, and providing user support. Braavos does not use the data uploaded by the User for other purposes.
- ⁶ Braavos is not liable for any issues or damages arising from the User's failure to maintain the security or compatibility of their local devices.

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 specified time period (subscription). All prices are listed on Cableizer's website.
- ³ An order is placed by the User digitally within the Account. No purchase order from the Customer/User sent by e-mail or letter to Braavos is necessary, and there is no administrative process dealing with such purchase orders.
- ⁴ An order confirmation is sent to the User in digital form after placing an order to the e-mail address specified in the Account.
- ⁵ Orders paid by credit card automatically activate the subscription. Orders paid by bank transfer will be activated manually after receipt of payment. The option to pay by bank transfer must be activated for the User Account and is only available for subscriptions with 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 subscription is activated (whichever comes first). To exercise the right of cancellation, the User must send a clear statement (e.g., a letter sent by mail or e-mail) indicating the decision to cancel the Agreement to info@cableizer.com. Cancellation of activated subscriptions is no longer possible.
- ⁷ When the subscription period ends, the functionality of the expanded functions will terminate without any further requirements and does not result in any additional obligations.
- ⁸ Deletion of the Account shall not affect the paid usage fee.
- ⁹ Braavos reserves the right to adjust fees at any time. Users will be notified of any fee adjustments via an announcement on the Cableizer website. Adjusted fees will apply immediately upon announcement for all new orders and subscription renewals. Subscription renewals are subject to the fees in effect at the time of renewal.
- ¹⁰ All services are provided from Switzerland and for international customers the Reverse Charge Procedure is being applied. Customer bears sole responsibility for VAT, import duties, and any other taxes applicable in their jurisdiction. Payments must be made in full and no deductions from invoiced amounts of any kind, including withholding taxes, will be accepted.
- ¹¹ Late payments, partially or in total, will result in immediate account deactivation until full payment is received. If payment issues remain unresolved for any reason, including deductions based on double taxation treaties, the agreement will be terminated. A pro-rated refund for unused service will be calculated on a monthly basis, less a 15% administration 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 explicitly states that the data required for payment of the usage fee are not stored by Braavos but by companies accredited for this purpose to ensure the security of this information.
- ² To use the App, the User must specify the data necessary to run a simulation, such as geometric information, material parameters, and loads. The App provides example and recommended values for various parameters collected from reliable sources but does not take responsibility for their 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 calculations correctly using completely transmitted and accurate data. Braavos assumes no liability for the correctness of the calculated results concerning the process to be simulated.
- ⁴ The User can access the data loaded into their Account at any time, as well as the results obtained from using the App. If Braavos is temporarily unable to provide these data and results for technical reasons, Cableizer agrees to remedy the malfunction promptly. This excludes events of force majeure.
- ⁵ The User can freely use the results obtained from paid subscriptions.
- ⁶ Braavos takes customary precautionary measures to ensure the security and confidentiality of user data.
- ⁷ Braavos reserves the right to remove any harmful or infringing data uploaded by the User. The User will indemnify Braavos against any claims resulting from such data.
- ⁸ Braavos is not responsible for any issues arising from inaccurate or incomplete data provided by the User.

Article 6 – User Responsibilities and Restrictions

- ¹ The User agrees to use the App in accordance with all applicable laws and regulations and must not misuse the App for any unlawful or prohibited activities.
- ² The User is responsible for securing their login details and must not share their account credentials with unauthorized third parties.
- ³ The User must not attempt to access or interfere with the App's server or database without authorization.
- ⁴ The User is not authorized to use the App through their Account on behalf of third parties.
- ⁵ Any violation of these responsibilities may result in suspension or termination of the User's account.

Article 7 – Warranty

- ¹ If the App has an error, the User shall have the right to demand the remedy of such defects. The Customer shall have the right to withdraw from the Agreement if Braavos fails to remedy a significant error in the simulation within a reasonable period. A reasonable period shall be defined as 30 days from the date the error is reported. This clause is subject to the limitations of liability and warranty as stated herein.
- ² Braavos warrants the functionality of the App, acknowledging the presence of customary defects that cannot be technically excluded (e.g. bugs). Defects will be addressed in the subsequent release upon discovery. If a defect causes an incorrect calculation, the specific calculation process can be repeated without incurring additional usage fees. Liability for damage and consequential damage due to defects is limited to cases of wrongful intent and gross negligence.
- ³ Customary inadequacies in the App, which cannot be excluded, shall be minimized by regular revisions. Such revisions will be conducted outside of peak usage periods whenever technically feasible. The User must promptly notify Braavos of any defects discovered in the App or in the interaction of its various components. Any restrictions on the functionality of Braavos' offerings will be minimized. Braavos reserves the right to temporarily or permanently deactivate individual modules and/or calculation methods without compensation.
- ⁴ Braavos utilizes third-party software for certain simulation runs, selected to the best of its knowledge and belief. Braavos assumes responsibility for the functionality of third-party software only in cases of wrongful intent and gross negligence and agrees to report any errors to the software author immediately upon discovery. Braavos is not liable for errors in third-party software. If third-party software becomes unavailable and no suitable alternative can be found, functionalities relying on such software may be removed without compensation.
- ⁵ In the event of software upgrades, Braavos takes measures to prevent data loss. Liability for data loss is limited to cases of wrongful intent and gross negligence.
- ⁶ Braavos disclaims all liability for the modeling of the technical system, as it falls beyond Braavos' sphere of influence.
- ⁷ To the fullest extent permitted by law, Cableizer excludes liability for damages arising from product defects under the Product Liability Directive 85/374/EEC. The software is provided "as is" without warranties of any kind, including fitness for a particular purpose. Liability for indirect, consequential, or incidental damages is explicitly excluded. Business Customers are responsible for ensuring the software meets their requirements, including compliance with any industry-specific regulations.
- ⁸ Braavos shall be liable only for cases of wrongful intent and gross negligence. The liability of Braavos for its agents is similarly limited to wrongful intent and gross negligence. The total amount of claims for damages shall be limited to CHF 3,000 per year per case and User, with a maximum total of CHF 50,000 per year for all claims from all Users combined. Given the potential hazards associated with the release of applications, Braavos recommends Users purchase appropriate insurance.

Article 8 – Support

- ¹ The User may request assistance from Braavos employees or agents in the creation of a simulation. This service is voluntary, provided at Braavos's discretion, and there is no entitlement to it.
- ² Braavos excludes any and all liability for the correctness of the modeling of the technical system, even when providing assistance. Braavos can only assist in setting up the tool and shall not make any technical assessments on behalf of the User. Support services do not include any guarantee of successful outcomes or results.
- ³ Braavos may provide technical advice regarding the layout and design of cables and cable systems but assumes no responsibility for the correctness or applicability of this advice.
- ⁴ Unless otherwise specified, support services provided by Braavos are free of charge. However, Braavos reserves the right to charge for certain types of support or consultancy services, and Users will be informed of any such charges in advance.

Article 9 – Termination of the Agreement

- ¹ The Customer/User may delete their Account upon settling any usage fees due under Article 4.
- ² Braavos reserves the right to delete the Account after termination by the Customer/User.
- ³ Upon deletion of the Account, Braavos will also delete all associated Customer/User data. If an account is terminated by Braavos for reasons other than voluntary termination by the User, Braavos will delete all associated data 30 days after termination, unless otherwise required by law.

Article 10 – Indemnification

- ¹ The User agrees to indemnify, defend, and hold harmless Braavos, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable legal fees, arising out of or in any way connected with the User's access to or use of the App, violation of these terms, or infringement of any intellectual property or other right of any person or entity.

Article 11 – Intellectual Property

- ¹ All intellectual property rights in the App and its content are owned by Braavos or its licensors. Users are granted a limited, non-exclusive, non-transferable, and revocable license to use the App for its intended purpose.
- ² Users must not reproduce, distribute, or create derivatives of the software or its content without explicit written permission from Braavos.
- ³ Braavos respects the intellectual property rights of others and expects Users to do the same. Any claims of intellectual property infringement will be promptly investigated, and appropriate actions will be taken.

Article 12 – Final Provisions

- ¹ Should any individual provision of this Agreement be or become invalid or contestable in whole or in part, this shall not affect the validity and enforceability of the remaining provisions. The invalid or contestable provision shall be interpreted and/or supplemented to achieve the intended meaning and purpose to the greatest extent possible.
- ² Any amendments to this Agreement must be made in writing to be effective; this requirement for written form itself also requires written form.
- ³ Swiss law shall exclusively govern this Agreement. The UN Convention on Contracts for the International Sale of Goods and the provisions of international private law shall not apply.
- ⁴ The Baden Regional Court (Bezirksgericht Baden, Switzerland) shall have exclusive jurisdiction and venue for any disputes arising from or in connection with this Agreement. The language of the proceedings shall be exclusively German.
- ⁵ Neither party shall be liable for any failure or delay in performance due to circumstances beyond their reasonable control, such as acts of God, war, or other force majeure events.