

General Terms and Conditions of dVPedia

Valid from September 26, 2023 and until revoked. The French language version is binding.

These Terms of Use govern the relationship between

- "You": the non-paying subscribers of the dVPedia Basics version and the paying subscribers of the dVPedia Pro version;
- and "we", the foundation *digiVolution* and its commercial companies, including dVCyberGroup AG, which is responsible for implementing the foundation's projects.

By signing up for dVPedia services, you agree to the following terms and legal information related to this product and its modules.

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I. Object

1.1 General

The use of personal data is governed by the [Privacy Policy](#). The Privacy Policy is an integral and binding part of these Terms of Use. The [Code of Conduct](#) governs the minimum rules to which we are committed and which we require every business relationship and subscribers to comply with. Subscribers must be contractually capable natural persons (minimum age 18). For subscribers under 18 years of age, the written consent of the legal guardian or legal representative is required.

1.2 dVPedia Basics

The dVPedia Basics service offer is provided "as is" and free of charge. We reserve the right to change the contents at any time and without notice, but within the values of the foundation, and to discontinue the service if necessary. The modules offered are explained in more detail in Section II.

To finance the service, three options are applied:

- **Donation:** We thank all individuals and organizations who make a free donation via the "Support dVPedia" button. Donations over 500 CHF will be checked for their origin to prevent illegal financial activities. These donations are not tax deductible, but will all be acknowledged in a thank you letter.
- **Sponsorship:** Any Swiss or foreign company whose goals and values are compatible with those of digiVolution can become a "sponsor" of dVPedia. Sponsors are listed on a separate "Partners" page and their logos appear with a certain frequency in the carousel at the bottom of the homepage.
- **Advertising:** Any Swiss or foreign company whose goals are compatible with those of digiVolution can become an "advertiser" of dVPedia Basics and offer advertising banners on the homepage against payment. Only content that is consistent with our goals and values will be accepted.

1.3 dVPedia Pro

The dVPedia Pro service offer is available to any person in Switzerland or abroad on a subscription basis. The subscription is concluded by the subscriber for a period of 12 months and is active as soon as the amount specified on the website has been paid (students, individuals, small and medium-sized enterprises) or as soon as the invoice has been paid for individually agreed contracts with, in particular, large companies, institutions, organizations, etc., for which an individual offer is required.

Within the scope of the product description and its ideals, we reserve the right to adapt the content to changing circumstances at any time and without notice. If modules are added, the subscriber is entitled to them at no extra charge as part of his 12-month subscription.

To finance the service, three methods are used



- **Subscription :**
 - "Student": online conclusion (upon presentation of the legitimization card),
 - "Individual": online conclusion,
 - "SME": online conclusion,
 - "Large enterprise / organization": completion on demand to meet specific needs.
- **Donation:** ditto dVPedia Basics.
- **Sponsoring:** ditto dVPedia Basics.

By subscribing to dVPedia Pro, subscribers secure access without advertising banners except those from digiVolution.

1.4 dVPedia Enterprise

For companies or organizations that want a broader or more targeted offering, three products are available upon request.

- dVPedia X ("x" is to be defined) in a commercial or white label use,
- dVPedia Radar: Automated business intelligence and deliverable in the form of topic cockpits created according to the customer's specific needs,
- dVPedia Situation Brief: Industry newsletters (e.g. health, finance, community) periodic (rhythm freely selectable depending on creation level (day, week or month)).

II. Terms of use

2.1 Scope of use and intellectual property rights

For dVPedia Basics and Pro we distinguish between non-subscribed and subscribed users. Our products are available exclusively for personal use. Any use for commercial purposes, which thus falls under the category of dVPedia X, among others, must be subject to a special contract of an authorized distributor with us. The use of freely available products is subject to the obligation to name the author and the source.

Users may view and display all digital content on a computer screen or mobile device, print (not photocopy) individual pages on paper, and save those individual pages in electronic form on their computer or mobile device for personal use.

Any form of automated retrieval of our products and their distribution in other systems is only permitted with our express consent, whereby we reserve the right to revoke such consent at any time.

2.2 Modules of dVPedia Basics

The following modules are available in the basic version:



- **dVTopics:** provides automated business intelligence and reading of all selected articles (limited to the last three days before the retrieval date); the tool allows various content selections.
- **dVInsights:** provides thematic articles written by us or partners; their goal is to increase the general knowledge of a broad, non-specialized audience about the challenges of digital mutation.
- **dVActors:** Provides a general overview of Swiss private and institutional players in the digital world and cybersecurity, as well as access to all official cantonal and federal documents.
- **dVEvents:** collects in a dynamic calendar all known significant public activities in the field of digital society security.
- **FAQ:** Provides predefined answers (d/f/e) to the most frequently asked questions by users.
- **Glossary:** Provides a collection of terms and their definitions to increase the public's knowledge of digital transformation challenges.
- **Newsletter:** Provides access to the digiVolution bi-weekly newsletter.
- **Update:** Serves to inform the users regularly about innovations in dVPedia, so that they do not have to visit everything to find out what has changed.
- **Contact:** is used to send us an email with information or a question.

2.3 Modules of dVPedia Pro

In the initial version, the following modules are available and will be added gradually without affecting the current subscription:

- **dVTopics full:** This is the same tool as in the free version, but without data limits and with the possibility of making additional edits, including the ability to create summaries of the most important articles using artificial intelligence.
- **dVCommunity:** is a moderated portal for user discussions, through which users can exchange general or specific information and suggestions about dVPedia PRO in order to further develop the content. The success of dVPedia is also based on the engagement of its users.
- **dVAssist:** is our central point of contact; within the limits of our knowledge, availability and commitments to restraint, we will do our best to answer our subscribers' questions within the framework of our goals and values, helping to avoid time-consuming or unsuccessful searches.

Additional modules are under development and will gradually be integrated into the service at no additional cost to subscribers.

2.4 Suspension of the service

The offer of dVPedia is available around the clock. Technical problems beyond our control are possible at any time, especially during maintenance work. We will do



everything to minimize their effects and duration, nevertheless interruptions of the service cannot be ruled out. However, they do not entitle users to claim damages. The user cannot pause his subscription and be reimbursed for an interruption in use.

2.5 Customer data

dVPedia uses a single sign-on system for the Basics and Pro versions. When initially logging in to dVPedia Basics, the user is asked for non-sensitive information that subsequently allows us to associate the user with a status (subscribed or unsubscribed), to contact the user again to inform them about our services, and to perform statistical analysis to improve the services. This data includes: First name, last name, email, address, zip code, city, country, field of activity, function. When paying online, dVPedia does not collect any data. Only [Datatrans](#), the entity in charge of the collection, collects the related financial data.

2.6 Responsibilities

digiVolution shall only be liable for delays and non-performance or non-performance of the services to the extent that it can be proven to have acted with intent or gross negligence. digiVolution shall not be liable for errors and omissions of third parties. The subscriber must inform digiVolution immediately of any access problems and digiVolution will make all reasonable efforts to prevent / reduce the interruption of the service.

The provider is only liable for damages incurred by the user through the use of the products if gross negligence or intent can be proven. To the extent permitted by law, the Provider's liability shall be limited to the amount invoiced to the Subscriber for the relevant product. In no event shall the Provider be liable for consequential damages or lost profits.

The Provider is not liable for defective technologies and damages caused by malicious software (malware, spyware, etc.). He is not liable for the consequences of business interruptions that are due to malfunctions of any kind or serve to rectify malfunctions, maintenance and the introduction of new technologies. The contents published on dVPedia were created with care. Nevertheless, the correctness, completeness and topicality cannot be guaranteed. digiVolution assumes no liability in this regard. The use of such information and data must be in compliance with property rights and copyrights and is at your own risk. The content published in the products may also originate from third parties. digiVolution and its data suppliers do not guarantee the accuracy, completeness and timeliness of the content. The offered contents are the result of "Best Effort".

The same limitations of liability apply to digiVolution's employees, representatives and auxiliary personnel.

2.7 Subscriber obligations

Users are solely responsible for the content of their registration and thus for the information they provide about themselves. They guarantee that the information they provide is complete and truthful.



Subscribers agree to hold digiVolution harmless from all forms of costs, lawsuits, damages, losses, or other claims that may arise from their subscription to dVPedia or for any other reason.

When subscribers share their views in their own posts, they are required to abide by the rules of courtesy and [netiquette](#). digiVolution reserves the right to remove content that is disrespectful or violates personal privacy.

2.8 Price list for dVPedia Pro

The following table shows the forms of subscription to dVPedia Pro.

		Anahl Access licenses	Basic price for 12 months (CHF)	Supplement per employee (CHF)	Supplement per inhabitant (CHF)
Individuals	1. student (individual)	1	50		
	2. student (grouped by university)	depending on order	40		
	3. single subscriber	1	100		
Public	4. municipality	2 + 1 per 5,000 pop.	200		0.1
	5. canton	3 + 1 per 1000 employees	500	0.5	0.1
	6. federal / cantonal administration		500	0.5	
	7. other institutions / NGOs		200	0.5	
Private	8. small company (<10 employees)	2	200		
	9. medium-sized company (< 100 employees)	4	350		
	10. large company (<1000 employees)	20	1 000	0.5	
	11. very large company (>1000 employees)	40	2 000	0.5	

The categories 1, 3, 8 and 10 can be subscribed online. The other categories (2, 4, 5, 6, 7, 10, 11) require customized solutions for the quantities, so specific proposals are made with the customer based on the figures provided.

2.9 Conclusion of contract and payment

Subscription payment is made online and allows immediate access to the products. For subscribers in categories 3, 4 and 5 of the public sector and 7 and 8 of the private sector, payment is made on account and the service is activated immediately after payment.

2.10 Right of termination

A right of withdrawal can be requested within 14 days after payment.

2.11 Duration of the contract

The subscription is valid for 12 months.



2.12 End of the contract

When the end of the contract is approaching, digiVolution informs the subscriber about the upcoming expiration. If the subscription is not renewed, it will automatically expire and the dependent accesses will be deleted.

2.13 Premature termination of the contract

In case of breach of contract and non-compliance with the data protection regulations as well as the Code of Conduct, digiVolution may terminate the subscription and the associated accesses prematurely. A refund of all or part of the subscription amount is excluded.

III. Final provisions

3.1 Applicable law and competent jurisdiction

Swiss substantive law applies to all legal relationships between subscribers and digiVolution. For disputes relating to dVPedia, the exclusive place of jurisdiction is Lausanne (Switzerland).

3.2 Partial nullity

Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a new provision whose economic and legal effect is as close as possible to that of the invalid provision.

3.3 Adjustments

digiVolution reserves the right to change these Terms and Conditions at any time. When such adjustments are made, digiVolution will immediately publish them on its website. It is the subscriber's responsibility to check regularly, especially via the "Update" tab, which will inform him/her of any change.