

# FileCloud Server Terms of Use – IPI Data Exchange Platform

## I. Subject matter and purpose

1. FileCloud Server is a software by CodeLathe Technologies Inc., 13785 Research Blvd, Suite 125, Austin TX, 78750 USA (<https://www.filecloud.com/>), **which the IPI operates on its own server infrastructure** to permit simple and secure data transfer between you and the IPI. FileCloud Server enables the IPI to operate its own Data Exchange Platform.
2. Access to the Data Exchange Platform will be granted to you **by the IPI solely to the extent necessary for the respective business**. Access is provided either via an individual link sent in an email to you by the IPI (i.e. if you do not have a user account), or via individually shared folders or files which you can access in your user account and, where necessary, upload and edit yourself.

## II. Limitations of use

1. **The Data Exchange Platform is not a valid submission channel with regard to sovereign services**. Submissions which concern administrative procedures such as requests, applications, responses or the like shall not be considered by the IPI and are neither legally binding nor in observance of time limits. Legally-binding submissions must be made exclusively via the recognised submission channels for procedures.
2. The IPI offers the Data Exchange Platform **free of charge and solely for the purpose of data transfer**. If content has not been accessed in more than 60 days, it will be automatically sent to the **recycle bin** and permanently deleted after a further 30 days (automated data cleansing). **The Data Exchange Platform is therefore not a long-term storage service**.
3. The Data Exchange Platform is not subject to a Service Level Agreement. There are no guaranteed times of availability; the IPI is free to carry out, without prior notice, maintenance work which necessitate an interruption in availability. There is also no claim to availability; the IPI may refuse or limit access, delete an account or completely terminate the service, at any time and without prior notice or justification.

## III. Obligation of due diligence and liability

1. You undertake to use the Data Exchange Platform with due care and to refrain from any action which could compromise the functionality or security of the system or other infrastructure of the IPI. The IPI shall particularly ensure that your personal login details (passwords etc.) are not passed on to third parties.
2. The IPI takes no responsibility/liability for the content you upload to the Data Exchange Platform. You expressly agree to only upload content to the Data Exchange Platform that is necessary for transferring data to the IPI which concerns the relevant business. You undertake, in particular, not to upload any unlawful content or content that infringes the rights of third parties.
3. The IPI shall take due care in setting up and maintaining the Data Exchange Platform, as well as in providing and assuring online access. It accepts no liability for any data loss or data corruption. The IPI shall only be liable in cases of gross negligence and intent.

## **IV. Data security**

1. Your personal details, which you provided for the creation of your user account (e.g. first and surname, email address, address), will be used by the IPI solely for data transfer on the Data Exchange Platform. These details will not be passed on to third parties and cannot be viewed by the software provider CodeLathe Technologies.
2. All data on the Data Exchange Platform shall be transmitted and stored in encrypted form. It is administered by the IPI and operates on its infrastructure.
3. The IPI shall not transfer any personal data to CodeLathe Technologies. Only anonymous usage statistics and error messages will be transferred. Apart from cookies, which are only used during a session and are then deleted (i.e. session cookies), the Data Exchange Platform shall not save any other cookies.

## **V. Your rights**

At any point, you may revoke your consent to the present Terms of Use or request that the IPI delete your account or grant you access to your files.

## **VI. Amendments**

The IPI may unilaterally amend these Terms of Use at any time and without prior notice. The valid version is the one currently published on our website. Where the IPI sees appropriate, it shall inform you of any updates or amendments by email or in another suitable form.

## **VII. Place of jurisdiction and applicable law**

The courts at the domicile of the Swiss Federal Institute of Intellectual Property (IPI) in Bern shall have jurisdiction over all disputes relating to the Data Exchange Platform. Swiss law shall apply.