

WebPros Terms of Service

SaaS Products and Services

1. INTRODUCTION

These Terms of Service ("Terms") set forth the terms and conditions that apply to your use of certain WebPros software, subscriptions or Services (collectively the "Services") as defined in these Terms and its annexes. Please review these Terms carefully: they are a legal and binding agreement between you and the Vendors (as defined below). By (a) creating an account in the Services; (b) placing an order through the Services or the associated online store; or (c) using the Services in any other manner, you agree to these Terms. You cannot use the Services if you do not agree to these Terms.

Certain Services may give you a central point of access to other Webpros and third-party services and systems to license, use, support and maintain your software products and related services. The features of the specific Service are described on their relevant websites and within the annexes hereto. The Service features may be changed by Provider (as defined below) or Vendor at any time upon written notice. The Provider has no obligation to introduce any updates, enhancements, modifications, revisions, or additions to the Services. Certain aspects of the Services may be in "Beta." If so indicated, the provisions of these Terms governing Beta items also apply. If you purchase third-party products offered through the Services, you may be required to review and agree to additional third-party terms and conditions. Purchasing those products indicates your acceptance of those terms and conditions.

2. CONTRACTING PARTIES

Services may be in the ownership of different members of the WebPros group of companies, each of which is specifically defined in the corresponding Service Annexes to these Terms. When licensing their individual Service to you directly, they are referred to as the "Vendor" of that particular Service. Where Vendor Services are licensed to you via a platform, operated by WebPros International GmbH, Vordergasse 59, 8200 Schaffhausen ("we" or the "Provider") acts as the licensor of its own or reseller of other included WebPros Services. Where provisions of these Terms apply to both, the Vendors and the Provider, they are also collectively referred to as "WebPros".

3. WHAT THE SERVICES PROVIDE

WebPros offers a variety of Services, platforms and websites, the use of which is governed by these Terms and as specified by the corresponding Service Annex(es) attached hereto. The Services may also provide a method by which you may access different Systems (including licensing systems), Services and features using a single set of credentials / single sign on ("SSO" or "WebPros Account"). This may require a centralization and combination of different available data sources into one shared system. If you do not agree to a combination of available data for your use of the Services, you should NOT register for any of the Services.

4. LICENSE TO USE

a) Subject to your full and ongoing compliance with these Terms, including, without limitation, payment of all applicable fees for any licensed products or Services, Provider hereby grants to you, and you accept, a personal, limited, nonexclusive, nontransferable, non-assignable, revocable license to use the Services during the Term, only as authorized in these Terms.

b) Use of certain software applications, integrated into the Services may additionally be governed by the underlying products' end user license agreements (EULAs), in their then-current version (e.g. Plesk, cPanel). The same applies to any third-party products or licenses, potentially provided to you via the Services. Any use of these products or licenses is subject to your prior acceptance of the respective underlying product EULA.

c) The Services are directed adults only. If you are below the legal age in your jurisdiction, the WebPros Services are not available to you. The majority of WebPros Services as well as these Terms are further directed to businesses only. Certain Services may however allow consumers to purchase own subscriptions, directly. In these cases, these Terms, together with the special terms for consumer customers as well as the respective service-specific terms included in the Service Annexes hereto, apply.

5. YOUR OBLIGATIONS AND CONDUCT

a) You agree to be solely responsible for: (i) any passwords used in the Services and their security, and (ii) the provision of true, accurate, current and complete information when registering for the Services. Accordingly, if you provide any information that is false, inaccurate, out of date or incomplete, or if WebPros has reasonable grounds to suspect that such information is false, inaccurate, not current or incomplete, Webpros may suspend or terminate your account and refuse any and all current or future use of, or access to, the Services (or any portion thereof).

WebPros is not liable for any unauthorized use of your Services account or any third-party services associated with it and you accept all risks of unauthorized access to such information based on grounds, not attributable to Webpros (e.g., your disclosure / loss of your login credentials).

You will not use available SSO features (if any) of the Services to provide services to third parties.

Furthermore, Webpros shall have the right to delete abandoned free accounts or access to free Services after a reasonable timeframe of inactivity.

b) The Services may grant you access to certain WebPros licensing systems, allowing for the creation, maintenance and termination of WebPros product licenses. The use of the Services as well as the creation, modification or termination of any product licenses through the Services may have a direct commercial effect on a Vendor's or Provider's license invoice to you. This is why you will bear any financial liability as a result of any Service use, licensing or service transaction, initiated within your account in the Services.

c) You agree not to use the Services for any illegal, destructive or fraudulent purposes. Any use of the Services for purposes other than the ones described in the corresponding Service Annex hereto is forbidden and unlicensed. You undertake not to take any action that would impose an excessive or unreasonable burden on the Service infrastructure, the websites or the Webpros systems or networks, or any other system or network connected to the Services. You undertake not to use any device, software or sub-program to interfere or try to interfere in the proper operation of the Services or any transaction conducted on the site and on the Services or the use of the Services by any other person.

d) In the event the Services allow you to enter, manage, maintain or change data of others (e.g., your team members or customers), your use and processing of any form of personal information belonging to these persons may be restricted by privacy laws and you reaffirm that you have all required consents and authorizations by the affected data subjects for such processing. WebPros is not responsible and disclaims any liability for breaches of privacy laws by your use of the data you provide within the Services. Furthermore, some systems or Service features may mandatorily require your acceptance of the WebPros Data Processing Agreement to allow WebPros to process the related data within the Services for such purpose. The WebPros DPA is attached to these Terms as Annex 2 and is made an integral part of these Terms in the event and for as long as you utilize a WebPros Service which involves the processing of personal data.

e) You agree that you will not misuse the Services. Any use which violates these Terms, the WebPros Privacy Policy, additional conditions or applicable laws and regulations constitutes "misuse". In such a case, WebPros may, at its own option and discretion, deny or terminate access to the Services without prior notice or justification requirement. While using the Services, you will not do any of the following: (i) send unauthorized commercial communications (such as spam) via the Services or otherwise; (ii) collect content or information from customers by automated means without express authorization by customers; (iii) upload, host, send or distribute viruses or other harmful code; (iv) bully, threaten or harass others; (v) post, send or transmit any content that is illegal, hateful, obscene, threatening, violent, abusive, defamatory, infringing of intellectual property rights, invasive of privacy, or containing graphic or gratuitous violence, or otherwise objectionable to others third parties; (vi) harass, threaten, embarrass or inconvenience any other person or entity, or impersonate any other person or entity, or otherwise prevent any person from using or benefiting from the Services; (vii) take any action that imposes a disproportionately large usage load on the Services, unless expressly authorized in advance by WebPros in writing; (viii) publish, post or transmit misleading content; (ix) transmit any information or content that you are not authorized to provide under any applicable law or under any contractual or fiduciary relationship, or that otherwise interferes with or infringes the rights of any third party; (x) encourage or promote participation in or distribution of content, pyramid schemes, surveys, chain letters, spam, or unsolicited email; (xi) publish, post or transmit hyperlinks to other websites that violate these Terms; (xii) facilitate or encourage violations of these Terms; (xiii) interfere with, disrupt, damage or create an undue burden on the Services or the networks or services connected to the Services; (xiv) commit or contribute to any criminal offense or tortious act; (xv) solicit or post personally identifiable information of others, or

knowingly collect information from minors; (xvi) solicit login credentials or access another party's account; (xvii) attempt to impersonate any person or entity, including but not limited to a WebPros employee, in order to falsely state or otherwise misrepresent affiliation with a person or entity; (xviii) provide false personal Information or create an account for another person without authorization; (xix) engage in the sale or other transfer of your account without WebPros' prior written permission.

6. OUR OBLIGATIONS

a) Subject to your compliance with these Terms at all times during your use of the Services, WebPros grants you access to certain Services via your access credentials and/or in accordance with the type of your subscription. If a fee is required to access certain features of the Services, your access to those features is conditioned upon full payment of the fee set out during the subscription process.

b) WebPros' sole and exclusive obligation shall be to provide you with reasonable access to Services you are eligible for.

c) Technical support for the Services will be provided to you directly by either the Vendor or the Provider, as the case may be. As a registered account holder, you will be eligible of submitting support requests to WebPros relating to availability and functionality of the Services in general. Product-related requests for technical support will have to be submitted to the respective product Vendor, directly, and will be subject to their individual support policies.

d) If SSO features are included in the Services you use, these SSO features provide connectors, configured by you, that interact with other WebPros services (Core Products, Support Systems, Monitoring, Testing platforms etc.) or third-party applications. You acknowledge and agree that WebPros is not responsible for any changes to, functionality of, or defect with, any third-party applications and that interoperability with the SSO features of the Services can be broken temporarily or permanently at any time.

e) WebPros disclaims any responsibility or liability with respect to the data entered/stored by you when utilizing the Services. Accordingly, WebPros under no circumstances assumes responsibility for any output of the Services, such as designed websites and their content, databases, analytical data, Social Media posts, page rank data or servers. Although WebPros expressly prohibits the uploading of data that is illegal, hateful, obscene, threatening, violent, abusive, defamatory, infringing of intellectual property rights, invasive of privacy, contains graphic or gratuitous violence, or is otherwise objectionable to third parties, such content will not be screened. You hereby accept that you may be exposed to such content and use the Services at your own risk. WebPros reserves the right, but is not obligated, to remove any content that is deemed to be in violation of these Terms or applicable laws without notifying you. You understand and agree that WebPros assumes no liability for any risk, damage, injury, penalty or loss that may result from content submitted to or distributed via the Services or removed by WebPros on subjectively reasonable grounds.

7. FEES AND PAYMENTS

a) Depending on the Service, payments will be processed either via the individual Vendor, its third-party processors (if applicable) or the Provider. Whenever a commercial transaction is initiated by you through or for the Services, you will either be forwarded to the online store or licensing system of the respective Vendor, directly or to a payment provider as the chosen merchant of record (e.g. Stripe, Cleverbridge) for the corresponding purchase. By initiating a purchase via one of WebPros' payment providers, you agree to be additionally bound by such payment provider's terms of service. WebPros disclaims any liability or responsibility for the performance of the payment transactions via a payment provider. WebPros is specifically not liable for loss or damage from errant or invalid transactions processed via a payment provider. This includes transactions that were not processed due to a network communication error, or any other reason. See any of the product specific Annexes hereto for more information.

b) If you are already in a contractual relationship (an "Existing Agreement", such as a Partnership or Partner NOC Agreement) with a Vendor, relating transactions initiated by you via the Services may be processed under the terms and conditions of the Existing Agreement, automatically and will be charged to you in accordance to the agreed then-actual pricing. In the absence of an Existing Agreement, all transactions initiated by you via the Services will be charged to you under retail conditions via the respective WebPros online store or payment provider as further defined in the corresponding product-specific Annex hereto.

c) WebPros may add, remove or modify Services or functionalities thereof at any time and without notice. In addition, WebPros may amend these Terms and the product pricing at any time, as set out herein, by providing 30 days prior written notice of such a change. If you do not agree with such a change, you must terminate and cease

using the impacted Service prior to the thirty day period. Service subscriptions, pre-paid for a specific period of time will be affected by the amended terms upon their respective renewal dates. Upon termination, your obligation to pay for the terminated Service will cease upon the next renewal date. For price increases of long-term subscriptions, you may be eligible for a pro-rata refund of fees pre-paid up to the effective date of your termination. Your continued use of the product or Service after the 30 days period indicates your acceptance of changes to subscription terms or pricing. Fees for product licenses under the terms of your Existing Agreement with an individual Vendor may differ from fees for Services hereunder, even if such Services include or incorporate functionalities of such products as a service (SaaS). Unless the Existing Agreement defines fees for the Services governed by these Terms, the Service fees communicated by Webpros for the Services on the respective Service websites shall apply.

d) Subject to special provisions contained in Annex 1 for consumer purchases within the Services, all fees and charges as a result of any commercial transaction initiated via the Services shall be payable net cash without deductions for taxes, assessments, fees, or charges of any kind. You are responsible for paying all sales, use, excise, value-added, withholding or other tax or governmental charges imposed on the licensing or use of the Services. In the event withholding taxes apply to any payment from you to WebPros, you agree that either Webpros may automatically increase the original license or Service pricing by the amount of such taxes and you will remit such taxes to your respective authority at your place of business, with the effect that after deduction of such taxes, the Vendor will receive the original fee owed. In case an Existing Agreement exists, all transactions initiated by you will be subject to the payment and fees provisions of your Existing Agreement. If you do not have an Existing Agreement with either Vendor, the pricing and term provisions will be those set out herein or within the Service itself.

e) If WebPros licenses a third-party software or service to you, WebPros acts as an authorized reseller (or sub-licensor) of such third-party software or service. Any financial obligation concerning such third-party software or service, beyond the designated license fees, shall be in your sole and exclusive responsibility.

f) Recurring fees for ongoing Services will be charged by the Provider or the respective Vendor, if applicable, or their respective payment providers directly in their invoices to you. You hereby acknowledge and agree that if you are entering into commercial relationships with Provider and different Vendors for the Services you use, you may either receive one invoice per Vendor or a consolidated invoice by Provider for each license/service term in WebPros' sole discretion.

g) Unless set forth to the contrary in an Existing Agreement or invoice, all invoices are due immediately upon purchase and payable within fourteen (14) days from the date of WebPros' invoice ("Invoice Date"). Should you dispute any invoice, you must provide written notice of the dispute to Webpros within 7 days after the invoice was transmitted to you, specifically stating the reasons for your dispute. Should WebPros agree with your dispute and in WebPros' sole and exclusive discretion, the amount determined by Webpros to be invoiced in error shall be applied as a credit to the next full invoice or paid back to you, directly using the payment method used for the original purchase. Should WebPros reject the dispute, it shall notify you in writing. All determinations by WebPros shall be final.

h) All payments shall be made in the invoiced currency. If payment in full is not received by Webpros per the terms of the invoice, you will be assessed annual (pro-rated) interest at the rate of five percent (or the maximum rate permitted by law) until the invoice is paid in full. In the event your account has to be referred to a collection agency or a law office, you shall also pay all costs incurred by the Vendor for actions taken by such collection agency or law office.

8. TERM / TERMINATION

a) Upon your successful registration for a Services account, these Terms will govern your use of the Services for as long as you make use of it. Subscriptions established under the Services account may have different durations. The subscription term begins on the effective date and ends on the same day of the month in which the selected subscription term expires. If the month in which the subscription term expires does not have the date corresponding to the effective date, the subscription term ends on the last day of that month. In the case of chargeable subscriptions that can be booked directly within the Services, the contract term for these subscriptions begins immediately upon completion of the corresponding transaction by clicking the order button for the agreed and chosen term (annual or monthly). The subscription term is hence automatically extended at the end of the then-current subscription term by the previously selected term. Different terms may apply for EU Consumers as set out in Annex 1 hereto.

- b) You may stop using the Services, as well as the applicability of these Terms, by permanently deleting your Services account in your account preferences or stop the Service via the merchant of record you originally purchased from. The Services account will provide an option to terminate Services via a cancellation link. For the avoidance of doubt and for clarity, the termination of a WebPros account as a management account for different Services does not have any effect on existing licenses, subscriptions or services, previously obtained from the respective Vendor through the account. If you no longer wish to use a Service or subscription, you can indicate this in your Service account settings. In this case, you can still use the terminated Service until the end of the current subscription period. You will not receive a refund for pre-paid terms, unless WebPros decides otherwise in its sole discretion or if required by law.
- c) If you cease using the WebPros account as an administration interface between you and Vendor(s), existing licenses and service subscriptions can only be modified or terminated directly with the respective Vendor(s).
- d) Both you, or Provider, may at any time terminate your access to the Services and/or delete your Services account for cause if the other party fails to perform any material obligation imposed by these Terms or otherwise breaches any material provision of these Terms. Failure to pay fees of any type to a Vendor or Provider shall be a material breach of these Terms. Any such termination of your access or account will also terminate your eligibility for the receipt of free and paid services, subscribed to in the Services (e.g. Monitoring etc.).
- e) Upon termination of a Service or Service account, you will not have access to such Services, including SSO features (if any), any longer. Accordingly, any information and data provided by you for the creation of your Service account will be deleted permanently by Provider. Your pre-Existing Agreement with a Vendor will not be affected by a termination of your Services account.

9. CONFIDENTIALITY OF INFORMATION / INTELLECTUAL PROPERTY RIGHTS

- a) In the course of performing their obligations pursuant to these Terms, both you, Provider as well as a Vendor (as the case may be, each a "Receiving Party") will be furnished with, receive, and otherwise have access to information concerning you, Provider or Vendor (as the case may be, each a "Disclosing Party") or proprietary information belonging to the Disclosing Party, which information the Disclosing Party considers to be confidential. For the purposes of these Terms, "Confidential Information" shall include, but not be limited to, structural information about the architecture of products and any information relating thereto; all information relating to the party's business, including, without limitation, financial, marketing, and customer information, and any other information that would be considered a trade secret during the applicability of these Terms and for a period of five years following their termination or expiration.

All Confidential Information shall be the property of the Disclosing Party. The Receiving Party shall: (I) hold all Confidential Information in strict confidence and refrain from disclosing Confidential Information to third parties, except as expressly authorized by these Terms; (II) use Confidential Information solely and exclusively for the purposes of fulfilling its obligations under these Terms, and only as expressly authorized by these Terms; and (III) accord Confidential Information at least the same level of protection against unauthorized use or disclosure that the Receiving Party customarily accords to its own confidential, proprietary, or trade secret information of a like nature, but in no event less than a reasonable level of protection. Upon termination of your access to the Services for any reason, or upon the request of the Disclosing Party, the Receiving Party shall either return to the Disclosing Party or destroy, at the sole option of the Disclosing Party, all Confidential Information.

- b) In furtherance of the foregoing, both Parties may in the course of their respective responsibilities under these Terms either provide or be furnished with or have access to information which may qualify as "personal data" in some or all jurisdictions. Each party agrees and acknowledges that the other may collect, use and or process such personal data in performing its contractual duties and for general administrative purposes and may also disclose the personal data to third parties in its country of residence and abroad to the extent required by these Terms or if required for the performance of its obligations under these Terms, however always in accordance with the provisions of the applicable data protection laws in effect. By implementing and maintaining sufficient technical and organizational measures as requested by applicable data protection laws, either party makes sure that the other party's personal data is kept in strictest confidence and protected sufficiently against disclosure, loss or destruction.

Any personal data provided by you to Provider in the course of setting up and maintaining your account to the Services will be processed by Provider in accordance with its then current privacy policy, available at www.WebPros.com. As set forth in section 3 above, the use, processing and combination of different data sources available from a Vendor is one of the core functionalities of some Services, which is why the lawfulness of processing of such data results from Article 6, subsection 1(b) of the GDPR. Additionally, and for the sake of clarity, your express consent for these processing activities is furthermore required when setting up your Services account.

c) The Provider does not sell your information to third parties for any commercial or non-commercial interest (a traditional “sale”). However, the term “sale” may in some jurisdictions also comprise providing data to third parties to process payment for services, and, if chosen by you, the provision of your personal information to entities whose products the Provider resells. If you opt out of the sale of your information by contacting the Provider (via privacy@cpanel.net for the USA or privacy@webpros.com for all other geographies) or clicking the link within the Services and opting-out of the sale of your information, the Provider may be unable to provide services to you if your request not to sell information includes a prohibition on processing payments for the products you purchase in your jurisdiction.

d) You acknowledge that the Services as well as the products, services, documentation and other materials available through it (collectively the “Products”) are protected under copyright law and other laws protecting intellectual property rights. You further acknowledge the exclusive rights of the respective Vendor in and to its Products and acknowledge that the Vendor retains sole title to and ownership of such Products, and any copies thereof made by you. Nothing in these Terms or the conduct of the Parties shall give you any ownership interest in the Products, except for a limited right to use the same in accordance with these Terms and the Vendor agreements referenced in these Terms. You shall not represent, in any manner, that you have an ownership interest in the Products or cause any third party to commit any act challenging, contesting, or in any way impairing or attempting to impair the rights of the Vendor in the Products provided to you.

e) WebPros Marks; No Imitation or Confusion. “WebPros”, the names of the Services and Products, and all related logos, trademarks, service marks, trade names, trade dress, domain names and other brand features (collectively the “WebPros Marks”) are and remain the exclusive property of WebPros and the respective Vendor. Except as expressly permitted in writing by WebPros, you acquire no right, title, licence or interest in or to any WebPros Mark, and you shall not use, adopt, register or seek to register any WebPros Mark, or any name, sign, term, logo or designation that is identical or confusingly similar to a WebPros Mark, in any jurisdiction or in any medium. In particular, and without limitation, you shall not, directly or indirectly: (i) register, own, use, offer for sale or traffic in any domain name, sub-domain, social-media handle, account name, application name, search keyword or other online identifier that incorporates, or is identical or confusingly similar to, any WebPros Mark or the name of any Service or Product; (ii) imitate, copy, reproduce, mirror, frame or create a substantially similar version of the “look and feel”, layout, design, structure, navigation, visual style, graphics, text or other content of any WebPros website, application, user interface or documentation; (iii) operate, publish or distribute any website, service, communication or material that misrepresents or is likely to create a false impression of any affiliation, endorsement, sponsorship, certification or other connection with WebPros, or that is otherwise likely to cause confusion as to the source, sponsorship or origin of any product or service; or (iv) use any WebPros Mark, content or reputation in any manner that disparages, dilutes, tarnishes, or otherwise impairs or is likely to impair WebPros, the Vendor, the Products, the Services or their respective goodwill. Upon WebPros’ written request you shall promptly cease any such use and, where applicable, transfer to WebPros (or its designee), free of charge, any domain name or other identifier registered in breach of this section. The obligations in this section survive the termination or expiration of these Terms.

f) Restrictions on Use. Except to the extent expressly permitted by these Terms or by mandatory applicable law that cannot be excluded by agreement, you shall not, and shall not authorise or permit any third party to: (i) copy, modify, adapt, translate or create derivative works of the Services, the Products or any part thereof; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, underlying ideas, algorithms, file formats, structure or organisation of the Services or Products; (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, host, or otherwise make the Services or Products available to any third party, including as a service bureau, on a time-sharing or “as-a-service” basis, except as expressly authorised in writing or by these Terms of Service; (iv) remove, alter, obscure or circumvent any proprietary notices, watermarks, branding, or any licensing, authentication, usage-metering, security or other technical protection or access-control measures of the Services or Products; or (v) access or use the Services or Products in order to build, train or assist in the development of a competing or substantially similar product or service, or for benchmarking, performance testing or competitive analysis. All rights not expressly granted to you under these Terms are reserved by WebPros and the respective Vendor.

g) Feedback. If you provide WebPros or a Vendor with any suggestions, ideas, enhancement requests, recommendations or other feedback relating to the Services or Products (“Feedback”), you hereby grant WebPros a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable and transferable licence to use, reproduce, modify, exploit and incorporate such Feedback into the Services, Products and any other WebPros offering for any purpose, without any obligation, attribution or compensation to you. No Feedback shall be deemed your Confidential Information.

h) Equitable Relief. You acknowledge that any actual or threatened breach of the confidentiality or intellectual property provisions of these Terms (including the sections on Confidential Information, intellectual property,

WebPros Marks and Restrictions on Use) may cause WebPros and the respective Vendor irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, in addition to any other remedies available at law or in equity, WebPros and the Vendor shall be entitled to seek injunctive or other equitable relief to prevent or curtail any such breach, without the necessity of posting a bond or proving actual damages.

i) Certain Services also offer AI (Artificial Intelligence) functionalities to create, automate and manage the Service results. In the event you make use of an AI-based functionality within the Services, any intellectual property in the Service result so created vests in you. However, you acknowledge that AI-generated results may not be unique at all times and that any input into AI-based functionalities may be used by the AI to improve its deliverables. Accordingly, you confirm not to use proprietary information or data of others in AI-based functionalities. WebPros disclaims any responsibility or liability for AI-generated Service results. You are responsible for the results so created and their compliance with applicable laws. Before using AI-generated Service results, you will check that these will not (i) violate any applicable laws; (ii) violate these Terms of Service; or (iii) infringe, violate, or misappropriate any rights of a third party.

10. INDEMNITY

You hereby agree to indemnify and hold harmless Provider as well as Vendor, their subsidiaries and affiliates, and each of their respective directors, officers, employees and agents (collectively the “Indemnified Parties”), against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses, including, without limitation, reasonable attorneys’ fees (any or all of the foregoing hereinafter referred to as “Loss” or “Losses”), insofar as such Losses or actions in respect thereof arise out of or are based on (i) any breach of any representation or warranty made by you hereunder, (ii) any breach of any covenant or agreement made by you herein, or any failure by you to perform the obligations imposed by these Terms; (iii) any other Loss suffered by any of the Indemnified Parties arising from or relating to your conduct with respect to your use of the Services; or (iv) your violation of any rights of another person or entity, including, but not limited to, third-party intellectual property rights or moral rights as well as life or health of individuals.

These indemnification obligations are in addition to any indemnification requirements set forth in the Existing Agreements between you and the Vendor referenced in these Terms.

11. MODIFICATION OF TERMS AND SERVICES

Provider may make changes to these Terms or other matters concerning the Services by displaying notices or links to notices to you in your Services account or by providing you with a change notice. It is your responsibility to periodically check these Terms and your account for changes. At any time, Provider reserves the right to modify or discontinue, temporarily or permanently, any of the Services offered (or any part thereof) with or without notice. Provider may make changes to the Services and a Vendor may make changes to their on-line store(s), including regarding products, services, programs, and prices, at any time without notice. Provider may, in its sole discretion, terminate your password or your use of any Services for any reason, including, without limitation, for lack of use or if Provider believes that you have violated or acted inconsistently with these Terms. Any termination of your access to the Services may occur without prior notice, and Provider may immediately de-activate or delete your account and all related information and files in your account and/or bar any further access to such files or the services. Provider will not be liable to you or any third-party for any termination, modification, or suspension of your access to the Services. However, in such case, Provider will have the right to entirely delete your account data (including personal information) after a reasonable timeframe and in accordance with the applicable privacy laws.

12. ADVERTISEMENTS, PROMOTIONS AND USAGE DATA

Provider may use the data you provide and which is generated by you within the Services or your usage behavior to provide you with tailored offerings or recommendations related to WebPros products, extensions, content, functionalities or best practices, which may be of interest for you (an “Offering”). A limited number of Services cookies, selected third-party services as well as up-to-date profile/account information help Provider choosing only relevant recommendations, which is why you are asked to periodically check the data you provide using the Services for accuracy. Whereas some of the data you provide is necessarily required for setting up your account, you will always have the possibility to provide additional data to further personalize recommendations and Offerings. It is your responsibility to determine the fitness of any third party with whom you transact as a result of any Offering. You may, at any time, opt out of the receipt of such Offerings by clicking the unsubscribe option in any communication received. No costs will be incurred other than those based on the standard rates for data transmission. However, updates and change notifications related to the Services in use by you will still be sent to you as part of the license relationship between you and the Provider.

In the event such Offerings involve services or products of third parties available from a Vendor via the Services, any correspondence or business dealings with, or participation in promotions of, advertisers other than a Vendor found on or through the Services, including direct payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such Offerings, are solely between you and such advertisers. Neither Provider, nor a Vendor, is responsible or liable for any loss or damage of any sort incurred as the result of any such Offerings or as the result of the presence of advertisers as being part of the Services.

During your use of the Services, the Provider may collect, store and use usage data in order to facilitate the provision of the Services, to monitor and secure compliance with any usage limitations, and for maintenance, support, account management, and billing purposes. The Provider may utilize usage data to enhance the Services and Platform and improve your utilization of the Services. Usage data is aggregated and / or anonymized data which cannot be used to identify you.

In addition, and to the extent permitted by applicable law, the Provider and WebPros may collect, generate, record, store, combine, analyse and otherwise process metadata, configuration and provisioning data, technical, diagnostic, telemetry, performance and analytics data, log data, security data and usage data relating to your use of, and the operation of, the Services, the Products and the underlying systems and infrastructure (collectively "Service Data"). WebPros and the Provider may use Service Data to operate, secure, maintain, troubleshoot, measure, analyse, develop and improve the Services, Products and platforms, to develop new products, services and functionalities, to generate statistics, models, insights and reports, to verify and enforce compliance with usage limitations and these Terms, and to detect, prevent and investigate fraud, abuse, and security or integrity incidents. Where any Service Data relates to an identified or identifiable natural person, WebPros and the Provider process it on the basis of their legitimate interests in operating, securing and improving their Services and managing their customer relationships (Article 6(1)(f) GDPR) and, where applicable, the performance of the contract with you (Article 6(1)(b) GDPR), in each case in accordance with the WebPros Privacy Policy and applicable data protection laws. WebPros and the Provider may further retain and continue to use Service Data in aggregated and/or de-identified form, which does not identify you, without limitation as to time.

Centralised account and customer-relationship management. You acknowledge and agree that the combination, correlation and centralised management of data originating from different WebPros Services, Products and platforms is a core functionality of the WebPros ecosystem. Accordingly, the Provider and WebPros may link, match, combine and consolidate your registration, account, contact and profile data, your licensing, subscription, entitlement and order data, your billing and payment data, and your usage and Service Data across the various WebPros Services, Products and platforms, and may associate and maintain them under a single, unified WebPros Account structure and customer record. WebPros and the Provider may carry out such processing in order to provide a single point of access and administration, to provision, administer and reconcile licences and subscriptions, to provide support and account management, to operate, secure and improve the Services, to manage, develop and personalise the overall customer relationship, and to provide relevant information, recommendations and Offerings as described in these Terms. Such processing is carried out on the basis of Article 6(1)(b) and/or Article 6(1)(f) GDPR, in accordance with the WebPros Privacy Policy and any applicable Data Processing Agreement, and without prejudice to any consent obtained when setting up your WebPros Account.

13. LINKS

Within the Services or websites you may be provided with links to other Internet sites or resources (such as third-party vendors, etc.). Because Provider has no control over such sites and resources, you acknowledge and agree that Provider is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Provider is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party content, goods, websites or services available on or through any such site or resource. Provider is providing these links to you only as a convenience, and the inclusion of any link to such sites does not imply endorsement by Provider of those sites.

14. REPRESENTATIONS AND WARRANTIES

a) Provider warrants that it has the right to provide you with access to the Services as well as to connect the Services to the associated Vendor systems, products and services. Furthermore, Provider warrants that the Services substantially function in accordance with their respective feature description or documentation for a period of at least 90 days from the license / subscription start date. Except for the warranties set out in the prior sentence, the Services are provided to you 'as is' and 'as available' and all other warranties, express or implied, included, but not limited to any implied warranties of merchantability or fitness for a particular purpose, title, quiet enjoyment, non-infringement or any implied warranties arising from course of dealing, course of performance or usage of trade are disclaimed. Provider makes no representations, warranties, conditions or guarantees as to the quality, suitability,

truth, accuracy or completeness of any of the content contained in the Services or any product or service that the Services connect to.

b) You warrant to Provider that you: (a) have the full right, power and authority to enter into these Terms on behalf of yourself or the legal entity you are acting for and to undertake to perform the acts required of you hereunder; (b) the execution of these Terms by you, and the performance by you of your obligations and duties to the extent set forth in these Terms, do not and will not violate any agreement to which you are a party or by which you are otherwise bound; (c) when accepted (see section 1) or executed and delivered by you, these Terms and the applicable Annexes hereto will constitute a legal, valid and binding obligation on you, enforceable against you in accordance with the representations, warranties, terms and conditions; and (d) you will comply with all applicable laws related to the use and installation of the Services and the performance of your obligations under these Terms.

c) Provider furthermore makes no warranty or condition that: (i) the products or services will meet your requirements, (ii) the Services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Services and its services will be accurate or reliable, (iv) the quality of any products, software, services, information, or other material obtained by you through the Services will meet your expectations, or (v) any errors in any software or Services will be corrected.

d) Your use of the Services is at your sole risk. The Services as well as content provided therein are provided "with all faults". Any material downloaded or otherwise obtained through the use of the Services occurs at your own discretion and risk and you are solely responsible for any damage to your computer system, loss of data or infringement that results from the download of any such material, including any damages resulting from computer viruses.

e) No advice or information, whether oral or written, obtained by you through the Services will create any warranty or condition not expressly stated in these terms.

15. LIMITATION OF LIABILITY

a) Notwithstanding the warranty provisions set forth in these Terms, all of the obligations of Provider regarding warranties shall be contingent on your use of the Services in accordance with these Terms, as these Terms may be amended, supplemented, or modified by Provider from time-to-time. Provider shall have no warranty obligations regarding any failures of the Services, which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

b) WebPros shall be liable without limitation (i) in cases of intent or gross negligence, (ii) for injury to life, limb, or health, (iii) in accordance with the provisions of the Product Liability Act, and

(iv) to the extent of a guarantee assumed by WebPros. In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), WebPros' liability shall be limited to the amount of damage that is foreseeable and typical for the type of business. WebPros shall not be liable to any further extent. Unless otherwise agreed, claims for lost profits are excluded.

c) The above limitation of liability also applies to the personal liability of WebPros' employees, representatives, and organs.

16. GENERAL

a) These Terms and your use of the Services shall be governed by the laws of Switzerland and the place of jurisdiction are the applicable courts located in Zürich / Switzerland. The provisions of the U.N. Convention on Contracts for the International Sale of Goods are hereby mutually disclaimed. In the event, certain Services are licensed to you directly by a Vendor, such Vendor, the applicable law, as well as the applicable place of jurisdiction will be defined in the corresponding Service Annex, which provision then prevails over these Terms.

b) All notices, requests, and demands expressly contemplated by or related to these Terms or your use of the Services shall be made in writing and shall be deemed to have been duly given: (I) when hand-delivered to the addressee; (II) when provably transmitted by facsimile or e-mail (both with confirmation of receipt); (III) one business day after being given to an overnight courier with a reliable system for tracking delivery; or (IV) three business days after the day of mailing, when mailed by registered or certified mail, return receipt requested, postage prepaid.

c) All notices to a specific Vendor shall be sent to addresses set forth in the corresponding Service Annex hereto and all notices to you will be sent to the address specified in your Services account. Each party shall promptly notify the other party in writing, as provided in these Terms, of a change of address or designated representative.

d) You agree that you will not, directly or indirectly, use, access, install, sublicense or resell any items provided to you through the Services, access the Services, or otherwise engage in any dealing or transaction, directly or indirectly, with or involving any country or region or any person if such use, access, installation, sublicense or resale of such items would be prohibited for any U.S. or EU citizen by virtue of any applicable law. You shall also ensure that no licensee or other third party, directly or indirectly, engages in any such use, installation, sublicensing or resale or engages in any such dealing or transaction. The foregoing commitments shall apply with respect to, without limitation, any individual or organization on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, the Consolidated Screening List, the SECO list or the Consolidated European Sanctions and Embargoes List or deal with any other individual who or organization that is the subject of a U.S. or EU legal measure that provides for sanctions blocking the property.

e) No waiver by you, Provider or a Vendor will be effective unless documented in writing, signed by an authorized representative of the party against which enforcement of the waiver is sought. The failure of either party to insist upon strict performance of any of the terms or provisions of these Terms, or the exercise of any option, right, or remedy contained in it, shall not be construed as a waiver of any future application of such term, provision, option, right, or remedy, and such term, provision, option, right, or remedy shall continue and remain in full force and effect.

f) If a court of competent jurisdiction finds any provision of the Terms to be invalid, the Parties agree that the court should endeavor to give effect to the Parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services or the Terms must be filed within one year after such claim or cause of action arose or be forever barred. The section titles in the Terms are for convenience only and do not affect the interpretation or construction of these Terms.

g) The Parties shall be independent contractors under these Terms. Nothing in these Terms or in the conduct of the Parties shall be interpreted or construed as creating or establishing any relationship between the Parties other than that of independent contractors.

h) Either party's non-performance hereunder will be excused, to the extent reasonably necessary, in the event that an act of God, war, civil unrest, fire, explosion, or other force majeure event that occurs without the fault or negligence of the non-performing party prevents timely performance under these Terms, provided that such failure to perform or delay could not have been prevented through the use of reasonable precautions, and such failure to perform or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means. The affected party will promptly notify the other party of the circumstances causing its failure to perform or delay. For as long as such circumstances prevail, the party whose performance is delayed or hindered will continue to use all commercially reasonable efforts to commence or resume performance without delay.

i) Contradicting provisions of any applicable Existing Agreement between you and the Provider or a Vendor will prevail over these general Terms.

WebPros Terms of Service – Annex 1 – EU Consumer Terms

The EU consumer-specific terms contained in this Annex 1 place an integral part of the WebPros Terms of Service and exclusively apply to any transactions between Provider or a Vendor and non-commercially-acting end customers, residing in the European Union while using the Services (“Consumers”). The WebPros Terms of Service generally apply to these transactions as well, with modifications via these additional EU Consumer Terms. If you are using the Services as a Consumer, exclusively for personal purposes or make any purchases through the Services as a Consumer, these additional terms apply and prevail over contradicting provisions of the general Terms of Service.

1. Term and Termination

In modification of Section 8 of the WebPros Terms of Service, subscription terms for Consumers will start upon the end of the statutory withdrawal period, will remain in effect for the chosen subscription term and will thereafter renew for similar terms until terminated. Consumer subscriptions with an initial term of 12 months will however thereafter only renew for successive one-month terms until terminated.

2. Withdrawal

WebPros grants Consumers (as defined in this Annex 1) the statutory right of withdrawal in accordance with these provisions. This right of withdrawal does not apply to businesses. Being a Consumer, a Service entered into online will legally only start after the end of the compulsory withdrawal period of 14 days, during which Consumers can withdraw from contractual relationships without cause upon written notice, unless approval for the immediate execution of the contractual obligations by WebPros has been granted by the Consumer before in return for waiving its right of withdrawal in accordance with EU consumer protection laws.

To exercise your right of withdrawal as a Consumer, you may either withdraw a Service in your account preferences or inform the Provider of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or an e-mail to revocation@webpros.com). You may use the sample withdrawal form provided at www.webpros.com, but this is not mandatory. In order to comply with the withdrawal period, it is sufficient to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

If you as a Consumer effectively revoke a Service within the above-mentioned period, WebPros will refund payments made by you for the withdrawn Service subscription within fourteen days from the day on which notice of withdrawal has been received. WebPros will use the same means of payment which had been used for the original transaction. Under no circumstances will you be charged any fees for this repayment.

3. Limitation of Liability for Consumers

Any limitation of liability contained in the general WebPros Terms of Service is subject the applicable laws and Consumer protection regulations in the European Union. In the event, such laws or regulations restrict a limitation of liability towards Consumers, liability shall be limited to the largest extent allowed by the applicable laws, automatically.

4. Applicable Law and Jurisdiction

Unless otherwise stipulated by mandatory statutory Consumer protection regulations, the WebPros Terms of Service shall be governed by and construed in accordance with the laws of Switzerland. You agree that in the event of any dispute with respect to the WebPros Terms of Service or any Service thereunder, you will contact the Provider in order to solve the issue through mutual understanding and negotiation. If no solution is reached during these negotiations, you accept jurisdiction via the local or federal courts located in Switzerland, unless applicable laws provide you with an option to enforce your rights in front of local courts. Wherever such right is legally negotiable, the applicable laws shall be the ones of Switzerland with agreed place of jurisdiction in Zürich / Switzerland.

WebPros is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

Between the Provider, WebPros International GmbH, Vordergasse 59, 8200 Schaffhausen / Switzerland, or, where the Customer licenses a Service directly from a Vendor, the Vendor identified for that Service in Exhibit 6 and in the corresponding Service Annex to the Terms of Service

(as the case may be, hereinafter referred to as the “Data Processor”), and the customer entering into a Service relationship on the basis of the underlying WebPros Terms of Service

(“Customer” or the “Data Controller”),
each a “Party”, collectively the “Parties” hereto.

This Agreement specifies the Parties’ data protection obligations according to Art. 28 General Data Protection Regulation (“GDPR”) in regards to the Processing of personal data by the Data Processor on behalf of the Data Controller, as stipulated or established via the WebPros Terms of Service this DPA is attached to, or any other contractual understanding between the Parties, which involves the processing of personal data on behalf of the Data Controller (collectively the “**Base Agreement**”). It applies to all activities performed in connection with the Base Agreement in the course of which the Data Processor, or a 3rd party acting on its behalf (the “Sub-Processor”), may come into contact with or process personal data belonging to the Data Controller or its’ customers on behalf of the Data Controller. The applicability of this Agreement is conditioned upon the existence of a data processing activity performed by the Data Processor on behalf of the Data Controller. In the absence of such processing activity, this Agreement will not apply.

This Data Processing Agreement forms an integral part of the WebPros Terms of Service and comes into force and effect on the first date on which the Customer makes use of a Service under the Base Agreement (the “Effective Date”). It requires no separate signature. It remains in force for as long as the Data Processor Processes Personal Data on behalf of the Data Controller under the Base Agreement, cannot be terminated independently of the Base Agreement, and terminates automatically at the termination or expiry of the Base Agreement, provided that §3(4), §3(7), §4(3) and §10 survive such termination for as long as the Data Processor holds any Personal Data of the Data Controller and, in respect of §10, for the applicable statutory limitation period. All Exhibits hereto are integral parts of this Data Processing Agreement.

This Agreement applies exclusively to the SaaS Services listed in Exhibit 1, which are hosted and operated by the Data Processor. It does not apply to on-premise or standalone licensed products such as cPanel, Plesk, WHMCS and WP Guardian, which are governed by the WebPros Data Processing Agreement (WebPros as Processor), nor to WebPros Cloud services, which are governed by their own data processing terms.

§1 Definitions

(1) “Personal Data”

Personal Data means any information relating to an identified or identifiable natural person (the “Data Subject”).

(2) “Processing”

Processing means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(3) “Instruction”

Instruction means any written instruction, issued by the Data Controller to the Data Processor, and directing the same to perform a specific action with regard to Personal Data (including, but not limited to, de-personalizing, blocking, deletion, making available). Instructions will initially be specified in the Base Agreement and may, from time to time thereafter, be amended, amplified or replaced by Controller in separate written instructions (individual instructions).

(4) “Data Controller”

Data Controller means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

(5) “Data Processor”

Data Processor means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

(6) “GDPR”

GDPR means the EU General Data Protection Regulation 2016/679.

(7) “EU Standard Contractual Clauses” or “EUSCC” means a set of contractual clauses for data transfers from controllers in the EU to processors established outside the EU or EEA, as issued by the European Commission (Decision C (2021) 3972).

(8) This Agreement applies to the Processing of Personal Data by WebPros on behalf of the Customer in the course of providing Services under the Base Agreement. For the purposes of this Data Processing Agreement:

The Customer may in some cases be considered as a Data Processor for a third-party Data Controller, and WebPros may in such situations be a Sub-Processor to Process Personal Data on the Customer’s behalf. For simplification purposes, WebPros is hereinafter referred to as a Data Processor and the Customer is hereinafter referred to as a Data Controller. Any notifications given by the third -party Data Controller to the Customer will in such cases be conveyed to WebPros insofar as the notifications relate to the Services provided by WebPros. In addition, any instructions given by the Customer to WebPros relating to the Processing of Personal Data should not in such cases contradict or conflict with the instructions given by the third-party Data Controller.

§ 2 Scope and Responsibility

(1) The provisions of this DPA shall apply whenever the Data Processor, in the course of its main contractual services, gains access to personal data (hereinafter referred to as 'Data') for which the Data Controller is responsible within the meaning of data protection law. In these cases, the Data Processor processes data on behalf of and in accordance with the instructions of the Data Controller within the meaning of Article 28 GDPR (contract data processing).

The Data Controller remains the controller in the sense of data protection law. The Data Controller is responsible for compliance with all data protection requirements, in particular the GDPR, but also for ensuring that the legal rights of data subjects in connection with personal data are observed.

(2) The data processing by the Data Processor is carried out in the manner, scope and for the purpose specified in **Exhibit 1** to this Agreement; the processing concerns the types of personal data and categories of data subjects specified therein. The duration of the processing corresponds to the term of the Base Agreement.

(3) The Data Processor may aggregate Personal Data into statistical or technical data that does not permit the identification of any Data Subject by any means reasonably likely to be used, and may use such aggregated data for the purposes of securing, operating, maintaining, troubleshooting and capacity-planning the Services. The Data Processor will not use Personal Data, or data derived from it, to train, fine-tune or otherwise improve any machine learning or artificial intelligence model, and will not disclose it to any third party for that purpose, unless the Data Controller has given prior separate written consent. Any use of data for purposes determined by the Data Processor itself falls outside the scope of this Agreement, and the Data Processor acts as an independent controller in respect of such use.

(4) Data processing by the Data Processor shall generally take place within the European Union (EU) or in another country that is a party to the Agreement on the European Economic Area (EEA). Nevertheless, the Data Processor is also permitted to process Data Controller data outside the EEA in compliance with the provisions of this contract, provided that the Data Processor informs the Data Controller in advance of the location of the data processing and the requirements of Articles 44 to 49 GDPR are met. The Data Processor will not rely on a derogation under Article 49 GDPR for transfers that are repetitive or that form part of the regular provision of the Services.

§ 3 Obligations of Processor

(1) The Data Processor will collect, process and use Personal Data only in compliance with and within the scope of the Data Controller's Instructions or as specified and agreed in the Base Agreement.

(2) Within the Data Processor's area of responsibility, the Data Processor will structure its internal corporate organization for compliance with the specific requirements of the protection of Personal Data, established by GDPR, local data protection laws or any other applicable privacy and data protection laws and regulations currently in effect (the "Data Protection Laws"). The Data Processor will take the appropriate technical and organizational measures to ensure a level of security appropriate to the risk to the Data Controller's Personal Data in accordance with the requirements of Article 32 GDPR. The current measures are set forth in **Exhibit 2** hereto. Such measures hereunder will include, but not be limited to:

- a) the pseudonymization and encryption of personal data where possible;
- b) the ability to ensure ongoing confidentiality, integrity, availability and resilience of Processing systems and services (logical, physical access control, transfer control);
- c) the ability to restore availability and access to personal data in a timely manner in the event of a physical or technical incident (availability control);
- d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.

Data security measures referred to in this section above will be supported by the use of state-of-the-art encryption technology.

(3) Upon the Data Controller's request, the Data Processor will provide all information concerning the protection of Personal Data within the Data Processor's organization in the sense of Article 32 of GDPR and will provide reasonable assistance to the Data Controller in order to allow it to comply with its obligations under the Data Protection Laws.

(4) The Data Processor will ensure that any personnel, entrusted with Processing the Data Controller's Personal Data have undertaken in writing to comply with the principle of integrity and confidentiality in accordance with Article 5(1)(f) GDPR and have committed themselves to confidentiality in accordance with Articles 28(3)(b), 29 and 32(4) GDPR. The undertaking to secrecy will continue after the termination of the above-entitled activities.

(5) The Data Processor will notify the Data Controller of the contact details of the Data Processor's data protection Officer (if appointed) or the responsible associate, respectively.

(6) The Data Processor will inform the Data Controller of any Personal Data Breach (as defined in Article 4(12) GDPR) without undue delay and in any event within forty-eight (48) hours of becoming aware of it. The notification will be sent to the email address registered for the Data Controller's account and will describe, to the extent known at the time and supplemented without undue delay thereafter: the nature of the breach and the categories and approximate number of Data Subjects and records concerned; the likely consequences; and the measures taken or proposed to address the breach and mitigate its effects. The Data Processor will investigate and document the breach and provide reasonable cooperation to enable the Data Controller to meet its obligations under Articles 33 and 34 GDPR. The Data Processor will not notify any supervisory authority or Data Subject in respect of a Personal Data Breach affecting the Data Controller's Personal Data unless required by law or instructed by the Data Controller.

(7) Where applicable, the Data Controller will retain title as to any carrier media provided to the Data Processor as well as any copies or reproductions thereof. The Data Processor will store such media safely and protect them against unauthorized access by third parties. The Data Processor will, upon the Data Controller's request, provide to the Data Controller all information on the Data Controller's Personal Data and

information. The Data Processor will be obliged to securely delete any test and scrap material, based on an Instruction issued by the Data Controller on a case-by-case basis. Where the Data Controller so decides, the Data Processor will hand over such material to the Data Controller or store it on the Data Controller's behalf.

(8) The Data Processor will immediately inform the Data Controller if, in the Data Processor's opinion, an Instruction infringes the GDPR, the Swiss Federal Act on Data Protection or any other applicable Data Protection Law. The Data Processor may suspend execution of the affected Instruction until the Data Controller confirms or amends it in writing.

(9) Taking into account the nature of the Processing and the information available to it, the Data Processor will provide reasonable assistance to the Data Controller in ensuring compliance with the Data Controller's obligations under Articles 32 to 36 GDPR, including in carrying out data protection impact assessments and in any prior consultation with a supervisory authority. The Data Processor may charge its then-current professional services rates for assistance that goes materially beyond providing information already documented in Exhibit 2 or in the Data Processor's current security documentation.

(10) The Parties acknowledge that the Data Processor operates the Services and that, in the course of providing and supporting them, it may obtain access to or hold Personal Data whose categories it does not determine and which may include special categories of Personal Data within the meaning of Article 9 GDPR. This applies in particular to content-agnostic Services such as Comet Backup, and to support access to the Data Controller's tenant. The Data Processor does not inspect such content, will access it only where necessary to provide or support the Service, will restrict such access to authorized personnel and to the duration of the relevant support request, and will not extract, copy or retain such data beyond the Service except where the Data Controller has instructed it to do so. The Data Controller will avoid providing the Data Processor with access to special categories of Personal Data where the Service or the requested support can reasonably be provided without such access.

§ 4 Obligations of Controller

(1) The Data Controller and Data Processor each will be responsible for conforming with such statutory data protection regulations as are applicable to them.

(2) The Data Controller is responsible for notifying Personal Data Breaches to the competent supervisory authority under Article 33(1) GDPR and to Data Subjects under Article 34 GDPR. The Data Processor's obligation is to notify the Data Controller in accordance with Article 33(2) GDPR and §3(6) of this Agreement.

(3) Upon termination or expiry of the Base Agreement the Data Controller will, by way of an Instruction, stipulate whether the Personal Data is to be returned or deleted, and the Data Processor will comply within a reasonable period set by the Data Controller. If the Data Controller has issued no such Instruction within sixty (60) days of termination or expiry, the Data Processor will delete the Personal Data, including existing copies, and will confirm the deletion in writing upon request. Personal Data contained in routine backups will be deleted in accordance with the Data Processor's documented backup rotation cycle. The Data Processor may retain Personal Data to the extent and for as long as required by applicable law, in which case it will continue to protect that data in accordance with this Agreement and will Process it solely for the purpose of complying with that requirement.

(4) The Data Controller is responsible for the lawfulness of the Processing it instructs and for the lawfulness of the Personal Data it provides to the Data Processor. Should third parties assert claims against the Data Processor arising from the Data Controller's Instructions or from the Personal Data provided by the Data Controller, the Data Controller will indemnify the Data Processor against such claims, including reasonable legal costs, except to the extent the claim is caused by a breach of this Agreement by the Data Processor, by Processing outside the Data Controller's Instructions, or by the Data Processor's negligence or willful misconduct. This paragraph does not affect either Party's liability under Article 82 GDPR.

(5) It is the Data Controller's responsibility to provide the Data Processor with the data in timely manner for the provision of services under the main contract and the Data Controller is responsible for the quality of the Data Controller's data. The Data Controller shall inform the Data Processor immediately and in full if the Data Controller discovers errors or irregularities with regard to data protection provisions or the Data Controller's instructions when checking the results of the Data Processor's work.

(6) Each Party maintains its own record of processing activities as required by Article 30 GDPR. The Data Controller will provide the Data Processor, upon request, with such information as the Data Processor reasonably requires to maintain its record under Article 30(2) GDPR and which is not already available to it.

(7) Where the Data Processor receives a legally binding request from a public authority for disclosure of the Data Controller's Personal Data, §9 of this Agreement applies. The Data Controller will provide the Data Processor with such reasonable assistance as the Data Processor requires in order to respond to the request, provided that nothing in this paragraph obliges either Party to facilitate a disclosure that is not required by applicable law.

(8) Any additional cost arising in connection with the return or deletion of Personal Data after the termination or expiration of the Base Agreement or arising out of Instructions outside the Base Agreement's scope shall be borne by the Data Controller.

(9) If applicable, the Data Controller will at all times make sure to have a sufficient legal basis for handing over his own customers' data to the Data Processor in the event, the processing activities of the Data Processor relate to customers' data. Such legal basis has to be set forth in writing between the Data Controller and his customer and must be provided to the Data Processor upon request.

§ 5 Enquiries by Data Subjects or Supervisory Authorities

The Data Processor will, without undue delay, inform the Data Controller of any request, claim or notice received from a Data Subject, a supervisory authority or any other third party which relates to the Processing of the Data Controller's Personal Data. The Data Processor will not respond to such a request itself, except to confirm receipt, to refer the requester to the Data Controller, or where it is legally required to respond.

Taking into account the nature of the Processing, the Data Processor will assist the Data Controller by appropriate technical and organizational measures in fulfilling the Data Controller's obligations to respond to requests by Data Subjects exercising their rights under Articles 12 to 22

GDPR, including the rights of access, rectification, erasure, restriction of Processing, data portability and objection, and in providing the information required under Articles 13 and 14 GDPR. Where the requested assistance materially exceeds making available functionality already provided in the Services, the Data Processor may charge its then-current professional services rates.

§ 6 Audit Obligations

The Data Controller may, prior to the commencement of Processing, and in regular intervals thereafter, audit the technical and organizational measures taken by the Data Processor, and will document the resulting findings. For such purpose the Data Processor will make available to the Data Controller all information necessary to demonstrate compliance with this Agreement and with Article 28 GDPR.

The Data Controller will: (i) ensure that any information request, audit or inspection is undertaken within normal business hours (unless such other time is mandated by a competent data protection regulator) with minimal disruption to Data Processor's and/or its Sub-Processors' businesses, and acknowledging that such information request, audit or inspection: (a) will not oblige Data Processor to provide or permit access to information concerning Data Processor's internal business information or relating to other recipients of services from the Data Processor; and (b) shall be subject to any reasonable policies, procedures or instructions of Data Processor or its Sub-Processors for the purposes of preserving security and confidentiality; and (ii) provide Data Processor at least 30 days' prior written notice of an information request and/or audit or inspection (unless the competent data protection regulator provides Data Controller with less than 30 days' notice, in which case Data Controller shall provide Data Processor with as much notice as possible).

The Data Processor will ensure that its agreements with Sub-Processors grant audit and information rights equivalent to those in this §6, and will exercise those rights on the Data Controller's behalf where a direct audit of the Sub-Processor is not practicable.

The Data Processor will satisfy an information request or audit in the first instance by providing its current security documentation, together with a written response to the Data Controller's questions. An on-site inspection may be requested where those materials do not reasonably address the request. Such an inspection may be conducted by the Data Controller or by an independent auditor appointed by the Data Controller and bound to confidentiality, who is not a competitor of the Data Processor. Taking into account the standardized nature of the Services and the Data Processor's obligations towards its other customers, an on-site inspection is limited to the systems, premises and documentation relevant to the Processing under this Agreement.

A maximum of one information request, audit and/or inspection may be requested by Data Controller in any twelve (12) month period unless an additional information request, audit and/or inspection is mandated by a competent data protection regulator in writing or follows a Personal Data Breach affecting the Data Controller's Personal Data.

The Data Processor will cooperate with the Controller in the sense of Article 28(3)(h) GDPR in the facilitation of any audit or inspection or other work undertaken pursuant to Data Processor's obligations under this Agreement.

§ 7 Sub-Processors, Subcontractors

(1) The Data Controller generally agrees that the Data Processor may subcontract parts of its contractual obligations hereunder to the Data Processor's affiliated companies and/or third parties (Sub-Processors) within or outside the EEA. Sub-Processors will only act on the Data Processor's Instructions when Processing Personal Data and will abide by any applicable data protection laws in effect. The Data Processor agrees and warrants to remain liable to the Data Controller for any acts or omissions of its Sub-Processors related to the subcontracted Processing by them under this Agreement.

(2) Where the Data Processor engages Sub-Processors, the Data Processor will be obliged to pass on the Data Processor's contractual obligations hereunder as required by the GDPR to such Sub-Processors and will restrict the Sub-Processor's access to data only to what is necessary to provide and maintain the subcontracted services. Sentence 1 of this paragraph 2 will apply in particular, but will not be limited to, the contractual requirements for confidentiality, data protection and data security stipulated between the parties of the Base Agreement. Furthermore, the Data Processor is responsible for setting-up and maintaining appropriate safeguards between it and the Sub-Processors as stipulated in Article 46 GDPR.

(3) The list of Sub-Processors in **Exhibit 3** hereto lists all Sub-Processors that are currently authorized by WebPros entities for specific purposes. Depending on the Service requested, only specific Sub-Processors may be involved in the Processing of certain data. WebPros will periodically update the applicable list of Sub-Processors on its websites. The Data Processor offers a free and automatic update service (<https://www.webpros.com/legal/#gdpr>) in order to keep the Data Controller reasonably informed about any changes to this list. In addition, the Data Controller hereby commits to periodically check such website for changes in the list of WebPros Sub-Processors and acknowledges that satisfies its needs in regards to Sub-Processor information by the Data Processor. Via that update service the Data Processor will announce any intended addition of a Sub-Processor that Processes Personal Data in a country outside the EEA, the United Kingdom or Switzerland which is not covered by an adequacy decision, at least fourteen (14) days before that Sub-Processor begins Processing.

If the Data Controller objects to a newly added Sub-Processor on reasonable data protection grounds within thirty (30) days of the relevant change being published in the list of Sub-Processors referred to in paragraph (3), the Parties will discuss the objection in good faith. If no resolution is reached within a further thirty (30) days, the Data Controller may (i) reject a specific form of data Processing in writing, or (ii) terminate the affected Services under the Base Agreement without penalty, against pro rata refund of prepaid fees for the terminated Services. The Data Processor has no right to terminate this Agreement independently of the Base Agreement.

§ 8 International Data Transfers

The Data Controller acknowledges that the Data Processor and its Sub-Processors may Process Personal Data outside the EEA, the United Kingdom or Switzerland. Any such transfer will be subject to an appropriate transfer mechanism under Chapter V GDPR.

Where the EU Standard Contractual Clauses are the appropriate mechanism for a transfer under this Agreement, the EUSCC are hereby incorporated into this Agreement by reference and form Exhibit 4, with Module Two (transfer controller to processor) applying, or Module Three (transfer processor to processor) applying where the Data Controller acts as a processor on behalf of a third-party controller. Exhibit 1 serves as

Annex I.B, Exhibit 2 as Annex II and Exhibit 3 as Annex III to the EUSCC. The docking clause (Clause 7) applies. Because this Agreement is accepted as part of the Terms of Service and is not separately signed, the Data Processor will, upon the Data Controller's written request, provide a separately executable copy of the EUSCC with the Annexes completed in accordance with Exhibit 4.

For transfers subject to the Swiss Federal Act on Data Protection, the EUSCC apply with the amendments recognized by the Federal Data Protection and Information Commissioner. For transfers subject to United Kingdom data protection law, the International Data Transfer Addendum issued under s.119A of the Data Protection Act 2018 applies to the EUSCC.

Where the Data Processor relies on an adequacy decision or on a certification under the EU-US or Swiss-US Data Privacy Framework and that decision or framework is invalidated, suspended or ceases to cover the relevant transfer, the EUSCC as incorporated above will apply automatically from that date without any further action by either Party.

§ 9 Duties to Inform

Where the Data Controller's Personal Data becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties, public authority or government body, while being Processed, the Data Processor will inform the Data Controller without undue delay. The Data Processor will, without undue delay, notify to all pertinent parties in such action, that any Personal Data affected thereby is in the Data Controller's sole property and area of responsibility, that Personal Data is at the Data Controller's sole disposition, and that the Data Controller is the responsible body in the sense of the GDPR and if possible, the Data Processor will not disclose any Personal Data of the Customer to the extent allowed by the applicable laws.

Where the Data Processor receives a legally binding request from a public authority, including a judicial authority, for disclosure of the Data Controller's Personal Data, the Data Processor will: (i) notify the Data Controller of the request without undue delay, unless prohibited by applicable law, and in that case use reasonable efforts to obtain a waiver of the prohibition; (ii) assess the legality of the request and, where it concludes that there are reasonable grounds to consider the request unlawful under applicable law, challenge it, including by seeking interim measures, and pursue available avenues of appeal; (iii) disclose only the minimum amount of Personal Data permissible in responding to the request; and (iv) document its assessment and any disclosure made, and make that documentation available to the Data Controller. The Data Processor will not disclose Personal Data to a public authority voluntarily.

§10 Indemnity and Limitation of Liability

(1) Unless expressly stipulated differently in this Agreement, the Base Agreement or the applicable law, the Data Processor is solely liable and responsible for its' gross negligence and willful misconduct, in each case to the extent such limitation is permitted under the applicable law. This limitation of liability also applies to its assigned agents and proxies. In cases of simple negligence, the Data Processor shall only be liable for typical and foreseeable damages, caused by a violation of a cardinal contractual obligation. In this case, however, the Data Processor's, its affiliates', officers', directors', employees', agents', service providers', suppliers' or licensors' liability for indirect damages, business interruption, loss of goodwill or for any type of incidental, special, exemplary, consequential or punitive loss or damages is excluded, regardless of whether such Party has been advised of the possibility of such damages and if such exclusion is permitted under the applicable law.

(2) Notwithstanding the foregoing, in the event the Data Controller forwards his own customers' data to the Data Processor for further processing under this Agreement, the Data Controller will indemnify and hold harmless the Data Processor against all claims made by third parties, cost (including legal costs) and fines relating to the legal basis of such data forwarding. In this respect, the Data Controller has the sole and exclusive responsibility of making sure to have sufficient permission by the Data Subject or his customers and a legal basis to forward data to WebPros for processing. WebPros strictly disclaims all associated liability towards Data Subjects or Data Controller customers, respectively.

(3) Notwithstanding anything to the contrary in this Agreement or the Base Agreement, the Data Processor's aggregate liability to the Data Controller or any 3rd party arising out of this Agreement or any data Processing services performed hereunder shall in no event exceed the limitations set forth in the Base Agreement, provided that those limitations do not apply to liability for willful misconduct, to liability for breach of the confidentiality obligations under §3(4), or to the extent liability cannot be limited under the applicable law. For the avoidance of doubt, this section shall not be construed as limiting the liability of either party with respect to claims brought by Data Subjects. Article 82(4) GDPR applies to claims brought by Data Subjects, and the internal allocation of liability between the Parties follows Article 82(5) GDPR.

(4) The Data Processor shall be entitled to disclose details of the Data Controller's instructions and the data Processing carried out for the purpose of exempting itself from liability pursuant to Art. 82 (3) GDPR. The Data Controller shall do everything necessary to enable the Data Processor to release itself from liability to third parties in this context.

§11 Artificial Intelligence

(1) Where the Services include features that use artificial intelligence or machine learning systems, including large language models provided by the Sub-Processors identified as AI Sub-Processors in Exhibit 3, the Data Processor Processes Personal Data in connection with those features solely on the Data Controller's Instructions and for the purposes described in Exhibit 1.

(2) The Data Processor will not use, and will contractually require its AI Sub-Processors not to use, the Data Controller's Personal Data, prompts, inputs or outputs to train, fine-tune or otherwise improve any general-purpose or other artificial intelligence model, unless the Data Controller has given prior separate written consent.

(3) The Data Processor will not use the Services to make decisions based solely on automated processing which produce legal effects concerning a Data Subject or similarly significantly affect a Data Subject within the meaning of Article 22 GDPR, unless expressly instructed to do so by the Data Controller.

(4) The Parties acknowledge that, in respect of artificial intelligence systems made available as part of the Services, the Data Processor may act as a provider and the Data Controller as a deployer within the meaning of Regulation (EU) 2024/1689 (the "AI Act"). The Data Processor will provide the Data Controller with the information reasonably required to enable the Data Controller to comply with its transparency obligations under Article 50 of the AI Act, and will inform the Data Controller of the AI Sub-Processors involved by way of the list referred to in §7(3).

(5) Personal Data transmitted to an AI Sub-Processor is subject to §7 and §8 of this Agreement and to the safeguards recorded in Exhibit 3. Exhibit 1 identifies, per product, whether artificial intelligence features involve the Processing of Personal Data.

(6) Where a Service queries third-party artificial intelligence services in order to measure or analyze the visibility of the Data Controller's content, brand or domain in their outputs, those third-party services are recipients of the queries and do not act as Sub-Processors of the Data Processor. The Data Processor will not include Personal Data in such queries beyond what the Data Controller has configured or instructed. Where a query configured by the Data Controller contains Personal Data, the recipient acts as an independent controller in respect of that data, and the Data Controller is responsible for the lawfulness of including it.

§12 General, Choice of Law

(1) This Agreement is an Annex to the WebPros Terms of Service. Changes to this Agreement are made in accordance with the amendment mechanism of the Terms of Service, and the Data Processor will notify the Data Controller of any change that materially affects the Data Controller's rights or obligations under this Agreement before it takes effect. Updates of the list of Sub-Processors in Exhibit 3 are made in accordance with §7(3) and are not changes within the meaning of this paragraph.

(2) If any provision (or part thereof) of this Agreement is held invalid by a court with jurisdiction over the Parties, such provision (or part thereof) will be deemed to be restated to reflect as far as possible the Parties' original intentions in accordance with applicable law, and the remainder of the Agreement or provision will remain in full force and effect as if the Agreement had been entered into without the invalid provision (or part thereof).

(3) This Agreement is governed by the laws of Switzerland. The courts located in Zürich / Switzerland will have the exclusive jurisdiction over the parties in regards to this Agreement. Notwithstanding the foregoing choice of law, the Parties expressly agree to make the terms of GDPR applicable to this Agreement.

(4) Name of the WebPros External Data Protection Officer: Vary.Legal GmbH (privacy@webpros.com)

(5) Representative pursuant to Article 27 GDPR: WebPros Germany GmbH, Hohenzollernring 72, 50672 Cologne, Germany, acts as the representative of WebPros International GmbH in the Union within the meaning of Article 27 GDPR. Data Subjects and supervisory authorities may address the representative on all issues related to the Processing under this Agreement. Where a Vendor acts as Data Processor, the entity details and, where applicable, its representative are set out in Exhibit 6.

(6) Swiss Federal Act on Data Protection. Where and to the extent the Processing is subject to the Swiss Federal Act on Data Protection of 25 September 2020 (the "FADP"), the following applies in addition: references to Personal Data include data relating to legal entities to the extent protected under the FADP. The Data Processor may engage a Sub-Processor only with the authorization of the Data Controller, which is given by way of the general authorization in §7 and the list in Exhibit 3. The Data Processor will notify the Data Controller of any Personal Data Breach in accordance with §3(6) so as to enable the Data Controller to meet its obligation under Article 24 FADP to notify the Federal Data Protection and Information Commissioner as soon as possible. Disclosures of Personal Data abroad are subject to Articles 16 and 17 FADP, with the mechanisms set out in §8 and Exhibit 4 applying accordingly.

(7) United States state privacy laws. Where and to the extent the Processing is subject to a United States state privacy law, Exhibit 5 applies in addition to this Agreement.

(8) Joint controllership within the WebPros group. Several WebPros group entities jointly determine the purposes and means of Processing carried out for WebPros' own purposes, in particular the administration of customer accounts and contracts, billing, support operations and the group data protection organization. In respect of that Processing those entities are joint controllers within the meaning of Article 26 GDPR and have entered into an arrangement pursuant to Article 26(1) GDPR. WebPros International GmbH is designated under that arrangement as the central point of contact for Data Subjects, and the essence of the arrangement is made available to Data Subjects in accordance with Article 26(2) GDPR. Data Subjects may exercise their rights against each of the joint controllers. For the avoidance of doubt, this paragraph does not apply to the Processing carried out by the Data Processor on behalf of the Data Controller under this Agreement. In respect of that Processing the Data Processor acts solely as a processor within the meaning of Article 28 GDPR.

Exhibit 1

A description of Personal Data elements and the purpose of their Processing by the Data Processor on behalf of the Data Controller per product. The description will state the extent, the nature and purpose of contemplated collection, Processing and use of data, the type of data, and the circle of data subjects.

Product	Categories of Data Subjects	Categories of Personal Data	Nature and purpose of the Processing	AI involvement
Sitejet (sitejet.io)	The Data Controller's customers, users and visitors of websites created, hosted or maintained with the Service; in ecommerce use, the Data Controller's customers.	Names, email addresses and IP addresses; in ecommerce use additionally physical addresses and phone numbers; website content uploaded or created by the Data Controller.	Hosting and operation of the Service. On the Data Controller's instruction, storage of names, email addresses and IP addresses for authentication, service provision and user behavior analysis. Where the Data Controller uses the Service to set up and maintain an ecommerce store: collection, forwarding and Processing for authentication, service provision, initiation of ecommerce transactions and forwarding of data to ecommerce providers; such transaction data is forwarded only and is not stored on the Data Processor's systems.	Website content. LLM Sub-Processors listed against SJ in Exhibit 3 (OpenAI, Google).
SocialBee	The Data Controller's employees and end-customers who use the Service; individuals whose Personal Data is contained in content published through the Service.	Names and email addresses; credentials and tokens for connected social media accounts; all Personal Data contained in social media posts and attached media.	Hosting and operation of the Service; account creation and maintenance; scheduling, publishing and analysis of social media content on the Data Controller's instruction. Post data is stored in the user's SocialBee account until account deletion.	Social media post content creation. An LLM Sub-Processor is listed against SB in Exhibit 3 (OpenAI).
Comet Backup (SaaS licensing model)	Any Data Subject whose Personal Data is contained in the data that the Data Controller, its customers or end users back up using the Service.	Content-agnostic: all data backed up through the Service. The Data Processor does not determine the categories and cannot exclude that they include special categories of Personal Data within the meaning of Article 9 GDPR.	Provision of the Comet Backup SaaS Service, namely storage and management of backup data on third-party storage infrastructure. The Service necessarily requires access to that infrastructure to perform backups; access by engineers to the backup infrastructure cannot be excluded and is subject to §3(10). The Data Processor does not inspect backup content.	None.
XOVI	The Data Controller's employees and end-customers who use the Service.	Names, email addresses, account and authentication data.	Hosting and operation of the SEO and online-marketing Service; account creation and maintenance in order to provide access to the Service. Scope of any further Processing on the Data Controller's instruction: Teaming (collaboration) Feature, containing names and email addresses of customer teams.	XOVI AI Writer for the creation of SEO-optimized content based on user input. LLM Subprocessor is listed in Exhibit 3 (OpenAI).
Riva (formerly XOVI AI)	The Data Controller's employees and end-customers who use the Service; natural persons whose name or other identifier forms part of a brand, domain or search term monitored by the Data Controller.	Account and authentication data. Brands, domains and search terms configured by the Data Controller, which may contain Personal Data where they identify a natural person, for example sole traders, personal brands or named individuals.	Hosting and operation of the Service. The Service measures the visibility of the Data Controller's brand, domain or content in the answers of third-party large language model services. For that purpose the Data Processor sends queries to those services and evaluates the responses. Those services are queried as recipients; they do not Process Personal Data on the Data Processor's behalf as Sub-Processors. Where a query configured by the Data Controller contains Personal Data, §11(6) applies.	AI-adjacent Service: the Service queries third-party AI services rather than using them to Process Personal Data on the Data Controller's behalf. §11, in particular §11(6), applies. No AI Sub-Processor is engaged for this Service.
360 Monitoring	The Data Controller's employees and end-customers who use the Service.	At minimum account and authentication data, domains	Hosting and operation of the monitoring Service; account creation, authentication and maintenance.	None.
Site Quality Monitoring	The Data Controller's employees and end-customers who use the Service.	Names, email addresses, account and authentication data, domains	Hosting and operation of the Service. The service checks a domain for structural issues on demand or on an ongoing basis.	None.

- Scope: This Agreement applies exclusively to the SaaS Services listed above, which are hosted and operated by the Data Processor. It does not apply to on-premise or standalone licensed products such as cPanel, Plesk, WHMCS and WP Guardian, which are governed by the WebPros Data Processing Agreement (WebPros as Processor), nor to WebPros Cloud services, which are governed by their own data processing terms.
- For Service data, the Processing of data is limited to the timeframe of the underlying Service / subscription relationship.
- Every Data Processor employee or subcontractor is bound by a comprehensive WebPros Data Protection Policy. Where access to data is required to be granted from outside the EEA, such access is protected by the appropriate safeguards and guarantees (e.g. by DPA, EU Standard Contractual Clauses, EU-US Privacy Framework), required under the applicable Data privacy laws like GDPR or local data protection laws.

Exhibit 2

List of technical and organizational measures taken by WebPros as the Data Processor

1.1 Confidentiality guarantee

1.1.1 Access control

Measures designed to prevent unauthorized persons from gaining access to data processing equipment that processes or uses personal data.

Measures:

- 2FA login to all projects
- Visitors only accompanied by employees
- Office is subject to the exclusive use
- Chip cards / transponder systems
- Electric door locks
- Building is purely an office building
- Bell system without camera
- Security locks
- Key regulation with a list
- Doors with knob on the outside
- Monitored entrance area

1.1.2 Physical access control

Measures designed to prevent data processing systems (computers) from being used by unauthorized persons.

Measures:

- General policy data protection and / or security
- Anti-virus software
- Anti-Virus Clients
- Application of 2-factor authentication
- Assignment of user profiles to IT systems
- Use of VPN for remote access
- Use of a software firewall
- Login with username and password
- Mobile Device Management
- Encryption of data carriers
- Encryption of notebooks / tablet
- Smartphone encryption
- Manage user permissions
- Management of rights by a system administrator
- Assignment of user rights

1.1.3 Data access control

Measures to ensure that persons authorized to use a data processing system have access only to data subject to their right of access and that personal data cannot be read, copied, altered or removed without authorization during processing, use and after storage.

Measures:

- Document shredder (DIN 32757)
- Differentiated authorizations (applications)
- Use of program-technical authorization concepts
 - Logging of access to applications (when entering data)
 - Management of user rights by administrators

1.1.4 Separation control

Measures to ensure that data collected for different purposes can be processed separately. This can be ensured, for example, by logical and physical separation of data.

Measures:

- Physical separation of systems
- Control via an authorization concept

1.2 Ensuring integrity

1.2.1 Handover control

Measures to ensure that personal data cannot be read, copied, altered or removed without authorization during their electronic transmission or during their transport or storage on data carriers and that it is possible to verify and establish the points to which personal data are to be transmitted by data transmission facilities.

Measures:

- Provisioning over encrypted connections such as sftp, https
- Documentation of the deletion periods
- Use of VPN technology
- Functional responsibilities

1.2.2 Input control

Measures to ensure that it can be subsequently verified and established whether and by whom personal data have been entered, modified or removed in data processing systems.

Measures:

- Clear responsibilities for the deletion of data
- Traceability of data processing through individual user names
- Use of access rights

1.3 Encryption

Measures that guarantee the pseudonymization of data.

Measures:

- Encryption of data carriers in laptops / notebooks
- Encryption of data in mobile devices

1.4 Ensuring availability, resilience and recoverability

1.4.1 Availability (of data)

Measures to ensure that personal data are protected against accidental destruction or loss - ensuring the availability of data.

Measures:

- 99.99% server hardware availability
- Backup & recovery concept
- Data backup concept available
- RAID system / hard disk mirroring
- SLA with hosting service provider
- Uninterruptible power supply (UPS)

1.4.2 Load capacity (of the systems)

Measures to ensure that personal data are protected against accidental destruction or loss - Ensure the resilience of systems.

Measures:

- Use of intrusion detection systems
- Use of software firewalls
- Installation of current security updates on all application servers
- Internal and external vulnerability scanning is regularly conducted by authorized administrators as well as external specialists to help detect and resolve potential system security exposures. Anti-virus detection systems are in place throughout all WebPros servers, client devices and offices.

1.4.3 Recoverability (of data / systems)

Measures to ensure that personal data are protected against accidental destruction or loss - Ensure the recoverability of data and systems.

Measures:

- Backup data intended for off - site storage is encrypted prior to transport. Client sensitive personal data is handled as WebPros Confidential Information. Daily backup of systems, storing customer personal data.
- Restore databases and file systems from the web server backup

1.5 Procedures for periodic review, evaluation and evaluation

1.5.1 Order control

Measures to ensure that personal data processed on behalf of the customer can only be processed in accordance with the instructions of the customer.

Measures:

- Conclusion of the necessary order data agreements
- Conclusion of the necessary standard contractual clauses
- Regulation on the use of subcontractors
- Review of the level of protection of the contractor (initial)
- Agreement on effective control rights vis-à-vis the contractor
- Obligation of the contractor's employees to maintain data secrecy

1.5.2 Privacy management

Measures that ensure that methods have been evaluated to systematically plan, organize, manage and control the legal and operational requirements of data protection.

Measures:

- Safety concept documented elsewhere
- Appointment of an external data protection officer
- Documentation of all data protection procedures and regulations
- Carrying out data protection impact assessments (if required)
- Compliance with the information requirements according to Art. 13 DSGVO
- Use of software solutions for data protection management
- Evaluate a formalized process for handling requests for information.
- Implementation of suggestions for improvement
- Regular sensitization of employees to data protection
- Employee training on data protection
- Obligation of employees to data secrecy
- Access options for employees to the regulations on data protection (Wiki / Intranet)

1.5.3 Incident response management

Measures to ensure that security incidents can be prevented or, in the case of security incidents that have already occurred, that data and systems can be protected and that a rapid analysis and resolution of the security incident can be carried out.

Measures:

- Documentation of security incidents
- Involvement of data protection officers in security incidents
- Documented process for reporting security incidents
- Use of firewall and its regular updating
- Use of spam filters and their regular updating
- Use of virus scanners and their regular updating
- Clear process for regulating responsibilities in the event of security incidents

1.5.4 Privacy friendly presets

Measures that ensure that a certain level of data protection already exists in advance through the corresponding technology design (privacy by design) and factory settings (privacy by default) of a software.

Measures:

Ensuring easy exercise of the right of withdrawal of a data subject

Personal data is only collected for the purpose for which it is required

Exhibit 3

List of Webpros Sub-Processors per product / entity

Name of Subcontractor	Location / Location of Processing	Service Type and utilizing entities/ products	Safeguards (Art. 46 GDPR)
Other Webpros Entities potentially involved in processing			
Canada Webpros International, Ltd.	2210&2209 at 4950 Yonge St., Suite 2200, Toronto, Ontario M2N 6K1 / Canada	Sales, Marketing and Support services for the WebPros Group	Adequacy Decision, DPA
Comet Licensing Ltd.	1/52 Acheron Drive, Upper Riccarton, Christchurch 8041 / New Zealand	Sales, Marketing and Support services for the Webpros Group	Adequacy Decision, DPA
SocialBee Labs Srl.	Poet Grigore Alexandrescu Str, No 51, Ap 14, 400560, Cluj-Napoca, Romania	Sales, Marketing and Support services for the Webpros Group	EU, DPA
WebPros Bulgaria EOOD	4 Marko Balabanov Street, Vazrazhdane Region, Sofia, Bulgaria	Development and Support services for the Plesk Group	EU, DPA
Webpros Germany GmbH	Hohenzollernring 72, 50672 Cologne / Germany	Sales, Marketing and Support services for the WebPros Group	EU, DPA
WebPros International GmbH	Vordergasse 59, 8200 Schaffhausen, Switzerland	Sales, Marketing and Support services for the Webpros Group	Swiss, DPA
WebPros International LLC	1100 W 23rd St, Houston, TX 77008, United States of America	Sales, Marketing and Support services for the Webpros Group	Data Privacy Framework, DPA
WebPros Japan K.K.	Minami Aoyama Bldg 4F-1974, 2-11-13 Minami Aoyama, Minato-ku, Tokyo 107-0062 JAPAN	Sales, Marketing and Support services for the Webpros Group	Adequacy Decision, DPA
WebPros Spain S.L.U.	Carrer d'Aragó, 182, Àtic, 08011 Barcelona / Spain	Sales, Marketing and Support services for the Webpros Group	EU, DPA
WHMCS Ltd.	13th Floor, One Angel Court, London, EC2R 7HJ / United Kingdom	Licensing and Support services	EU, DPA
Subprocessors used per Product / Entity			
AccessiBe, Inc.	1140 BROADWAY FL 14th, New York, NY 10001	Web Accessibility Solution (CP)	Data Privacy Framework
Ada Support Inc.	46 Spadina Ave. Toronto, Ontario, M5V 2H8, Canada	AI Support Chatbot Service (CP,PL,SJ,SB,360,CB,WC)	Adequacy Decision, DPA, EUSCC
AEB SE	Sigmaringer Straße 109, 70567 Stuttgart / Germany	Export Control Screening Service (CP,PL,SJ,SB,360,XO,WC)	EU, DPA
Amazon Web Services, Inc	410 Terry Avenue North, Seattle WA 98109, USA	Environment provider (CP,PL,SJ,SB,360,CB, WC)	DPA, EUSCC
Atlassian (Confluence / Jira)	350 Bush Street Floor 13, San Francisco, CA 94104 United States	Collaboration / Project Management Tools (CP,PL,XO,SB,360,SJ,CB,WC)	Data Privacy Framework, DPA
Auth0, Inc. (Okta)	10800 NE 8th Street, Suite 600, Bellevue, WA 98004, USA	Authentication Service (CP,PL,360,WC)	Data Privacy Framework, DPA
Automattic Inc.	60 29th Street #343, San Francisco, CA 94110	WordPress Solutions, Gravatar (PL,CP,SB,WC)	Data Privacy Framework, DPA
Calendly LLC	115 East Main Street, Suite A1B, Buford, GA 30518 / USA	Customer booking system (CB)	DPA, EUSCC
Canny Inc.	831 N Tatnall St, Wilmington, Delaware 19801 / USA	Feedback System (CB)	DPA, EUSCC
Chargebee Inc.	340 South Lemon Avenue Suite 1537 Los Angeles, CA 91789, USA	Billing System (SJ)	Data Privacy Framework, DPA

Civilized Discourse Construction Kit, Inc.	8 The Green Suite #8383 Dover, Delaware 19901, USA	Community Forum (SJ)	DPA, EUSCC
Cloudflare, Inc.	101 Townsend Street, San Francisco, CA 94107, USA	Website Bot Protection (CP,PL,360,SJ,XO,CB,WC)	Data Privacy Framework, DPA
Credly, Inc. (Acclaim)	349 5th Avenue, New York, NY 10016-5019,USA	Education badges management (CP,PL)	DPA, EUSCC
Ecwid Inc.	687 S. Coast Highway 101, Suite 239, Encinitas, CA , 92024, USA	E-Commerce solution provider (CP,PL)	Data Privacy Framework, DPA
Fonticons, Inc. (Font Awesome)	307 S. Main St. Suite 202, Bentonville, AR 72712, USA	Webfonts (CP)	DPA, Data Privacy Framework
Functional Software Inc. (Sentry.io)	45 Fremont Street, 8th Floor, San Francisco, CA 94105 / USA	Application Monitoring- and Error-Tracking (PL,360)	Data Privacy Framework, DPA
G. S. S. Rocha Digital Hardware Tecnologia	Rua João Pais 8, Apto 32, Santo Amaro, São Paulo, SP 04603-039 / Brazil	Support Contractor Brazil (PL,360)	DPA, EUSCC
Gong.io, Inc.	PO Box 190250, San Francisco, CA 94119 / USA	Revenue Intelligence platform (CP,PL,SJ,SB,360, XO,CB,WC)	Data Privacy Framework, DPA, EUSCC
Google Inc.	1600 Amphitheatre Parkway, Mountain View, CA, 94043, USA	Environment and Data Analysis provider (CP,PL,SJ,SB,360, XO)	DPA, EUSCC
Greenmark IT GmbH	Leinstraße 3, 31061 Alfeld (Leine) / Germany	Domain Provider (SJ)	EU, DPA
Help Scout	PMB 78505, PO Box 55071, Boston, MA 02205, USA	Helpdesk (SJ)	DPA, EUSCC
Hetzner Online GmbH	Industriestr. 25, 91710 Gunzenhausen / Germany	Hosting Services (SJ,360)	EU, DPA
HubSpot Inc.	25 First Street, 2nd Floor, Cambridge, MA 02141, USA	CRM and Marketing Software and Services (CP,PL,SJ,360,XO,CB,WC)	DPA, EUSCC
LiveChat, Inc.	One International Place, Suite 1400, Boston, MA, USA	Chat System (CP,PL,360,WC)	DPA, EUSCC
Livestorm SAS	16 rue Cuvier, 69006 Lyon, France	Webinar Management System (CP,PL,SJ,SB,360, XO,CB,WC)	EU, DPA
MaestroQA	33 West 17th Street, Floor 4, New York, NY 10011, USA	SupportQA System (CP,PL,SJ,SB,360,CB, WC)	Data Privacy Framework, DPA
Meetgeek	Calea Vacaresti 203A, Bucharest /& Romania	Meeting Notetaker (SB)	DPA, EUSCC
Microsoft Corporation	One Microsoft Way, Redmond, WA 98052-6399, USA	Environment (Email / Office) and Online Storage provider (CP,PL,SJ,SB,360,XO,CB, WC)	Data Privacy Framework, DPA
Mixpanel, Inc.	Pier 1, Bay 2, The Embarcadero, San Francisco, CA 94111	Analytics Platform (CP,PL,WC, CB)	Data Privacy Framework, DPA
PayPal (Europe) S.à r.l. et Cie, S.C.A.	22-24 Boulevard Royal L-2449 Luxembourg	Payment Processor (SJ,CB,WC)	DPA, EUSCC

Productboard Inc.	333 Bush St., 20th Floor, San Francisco, CA / United States of America	Feature Request System (CP,PL,CB,NO)	Data Privacy Framework, DPA, EUSCC
Realtime Board Inc. (Miro)	201 Spear Street, Suite 1100, San Francisco, CA 94105/ United States of America	Collaboration Tool (PL,CP,XO,WC)	Data Privacy Framework, DPA
Salesforce, Inc.	One Market Street, Suite 300, San Francisco, CA 94105, USA	Customer Relationship Management (CP,PL,WC)	DPA, EUSCC
Slack Technologies, Inc.	500 Howard Street, San Francisco, CA 94105, USA	Internal Messaging Service (CP,PL,SB,XO,CB,WC)	Data Privacy Framework, DPA
SOAX Ltd.	The Charter Building, Uxbridge, UB8 1JG / UK	IT Service (Data) / (RV)	Adequacy Decision, DPA
SparkLIT Networks Inc. (AdButler)	201 - 1001 Wharf Street, Victoria, BC, Canada	Banner Advertising Provider (XO)	Adequacy Decision, DPA
StayIn, Inc. (Spinach.ai)	812B Knox Ave Nashville, TN 37204-2618 / USA	Meeting Notetaker (CP,PL,SJ,SB,360, XO,CB,WC)	DPA, EUSCC
Stripe, Inc.	354 Oyster Point Boulevard, South San Francisco, California, 94080, USA	Payment Processor (CP,PL,SJ,360)	Data Privacy Framework, DPA
Supabase, Pte. Ltd.	71 Ayer Rajah Crescent, #03-01, Singapore 139951 / Singapore	Backend Infrastructure (NO)	DPA, EUSCC
SurveyMonkey Europe UC	70 Sir John Rogerson's Quay, Dublin 2, D02 R296 / Ireland	Survey and Outreach Tool (PL, CP, CB)	DPA, EUSCC
Talkdesk Inc.	535 Mission Street, 12th Floor, San Francisco, CA, USA	Phone system (CP,PL,360)	DPA, EUSCC
TeamViewer GmbH	Jahnstraße 30, 73037 Göppingen / Germany	Remote Collaboration Tool (CP,PL)	EU, DPA
Typeform	Carrer Bac de Roda, 163, 08018 Barcelona	Contact Form engine (CP,PL,XO,WC)	EU, DPA
UKG Inc.	2250 N. Commerce Parkway, Weston, FL 33326, USA	HR System (CP,PL,XO,SB,360,SJ)	Data Privacy Framework, DPA
Usercentrics GmbH	Sendlinger Str. 7, 80331 München	Consent Management Platform (CP,PL,SJ,SB,360, XO,CB,WC)	EU, DPA
UserVoice, Inc.	234 Fayetteville St, 3rd Floor, Raleigh, NC 27601, USA	Support Helpdesk Provider (PL,360,WC)	DPA, EUSCC
Vimeo LLC	55 West 18th Street, New York, New York 10011, United States of America	Online Video Service (XO)	DPA, EUSCC
Wasabi Technologies LLC	75 Arlington Street, Suite 810, Boston, MA 02116 / USA	Storage Infrastructure Provider (CB)	DPA, EUSCC
Wildbit, LLC	2400 Market Street, Suite 235B, Philadelphia, Pennsylvania 19103, USA	Email Messaging Provider (CP)	DPA, EUSCC
Windcave Limited	Hatfield House Et. Ss 20, 52-54 Stamford Street, London SE1 9LX / UK	Payment processor (CB)	DPA, Adequacy Decision

Wistia, Inc.	120 Brookline Street Cambridge, Massachusetts, 02139, USA	Video Content Management (SJ)	Data Privacy Framework, DPA
Worldpay (UK) Limited	The Walbrook Building, 25 Walbrook, London EC4N 8AF / UK	Payment Provider (PL)	Adequacy Decision, DPA
Yasu Suporte Tecnico em Informatica LTDA	R Santos Dumont, 1559, 85900-010 Toledo / Brazil	Support Contractor Brazil (PL,360)	DPA, EUSCC
Zapier, Inc.	548 Market St. #62411, San Francisco, CA 94104-5401, USA	Automation (SJ)	Data Privacy Framework, DPA
Zendesk, Inc.	1019 Market Street, San Francisco, CA, USA	Support ticketing system (CP,PL,SJ,SB,360,CB, WC)	Data Privacy Framework, DPA
Zoom Communications Inc.	55 Almaden Boulevard, 6th Floor, San Jose, California, 95113 / USA	Customer video calls (CB)	DPA, EUSCC
AI Subprocessors used per Product			
Anthropic / Claude	Anthropic, Inc. / Anthropic, PBC, 548 Market Street, San Francisco, CA 94104, USA	LLM Provider (NO)	DPA, EUSCC
Google / Gemini / Nano Banana	Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA	LLM Provider (NO, SJ)	Data Privacy Framework, DPA
OpenAI / ChatGPT	OpenAI, Inc. / OpenAI, L.L.C., 1455 3rd Street, San Francisco, CA 94158, USA	LLM Provider (CP, PL, SJ, XO, SB)	DPA, EUSCC

Utilizing Products: cPanel (CP), Plesk (PL), Sitejet (SJ), Xovi (XO), Riva (RV), SocialBee (SB), 360 Monitoring (360), Comet Backup (CB), WebPros Cloud (WC), Nova (NO), Site Quality Monitoring (SQM). This list is maintained for the WebPros group as a whole. For the purposes of this Agreement only those Sub-Processors are relevant that are used for the products and Services listed in Exhibit 1. No Sub-Processors are engaged for Site Quality Monitoring. For Riva, the Sub-Processor listed against RV above is engaged. The third-party artificial intelligence services queried by that Service are recipients and not Sub-Processors, as set out in §11(6).

The most recent list of WebPros sub-processors can be accessed via www.webpros.com anytime.

Exhibit 4

EU Standard Contractual Clauses – incorporation and annex mapping

The Standard Contractual Clauses set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021 are incorporated into this Agreement by reference and apply to every transfer of Personal Data for which they are the appropriate transfer mechanism under §8.

Modules: Module Two (transfer controller to processor) applies. Where the Data Controller acts as a processor on behalf of a third-party controller, Module Three (transfer processor to processor) applies instead.

Clause 7 (docking clause): applies. Clause 9 (use of sub-processors): Option 2, general written authorization, applies; the information and objection process is the one set out in §7(3) of this Agreement. Clause 11 (redress): the optional independent dispute resolution paragraph does not apply. Clause 17 (governing law): the law of the Federal Republic of Germany. Clause 18(b) (choice of forum): the courts of Germany. Clause 18(c) is unaffected, so a Data Subject may also bring proceedings in the Member State of his or her habitual residence. This choice applies to the EUSCC only and does not affect §12(3) of this Agreement.

Annex I.A (list of parties): the Data Controller as identified by the account and contract data held under the Terms of Service, and the Data Processor as identified on the first page of this Agreement and in Exhibit 6; the Data Controller is the data exporter and the Data Processor is the data importer. Annex I.B (description of the transfer): Exhibit 1. Annex I.C (competent supervisory authority): determined in accordance with Clause 13. Annex II (technical and organizational measures): Exhibit 2. Annex III (list of sub-processors): Exhibit 3.

Swiss addendum: for transfers subject to the Swiss Federal Act on Data Protection, references to the GDPR are to be read as references to the FADP, references to EU Member States include Switzerland, the competent supervisory authority is the Federal Data Protection and Information Commissioner, and the Clauses also protect the data of legal entities until any contrary provision of Swiss law enters into force.

UK addendum: for transfers subject to United Kingdom data protection law, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, version B1.0, applies. Tables 1 to 3 are completed by reference to Annexes I to III above; under Table 4, the importer may end the Addendum when the Approved Addendum changes.

Exhibit 5

United States State Privacy Laws Addendum

This Exhibit applies where and to the extent the Data Processor Processes Personal Data on behalf of the Data Controller that is subject to a United States state privacy law, including the California Consumer Privacy Act as amended by the California Privacy Rights Act (the “CCPA”), the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act and the Texas Data Privacy and Security Act (together, the “US State Privacy Laws”). Terms used in this Exhibit and not defined in this Agreement have the meanings given to them in the applicable US State Privacy Law.

1. Role of the Parties. For the purposes of the US State Privacy Laws the Data Controller is the business or controller and the Data Processor is the service provider or processor. The Data Processor Processes Personal Data solely for the limited and specified purposes described in Exhibit 1 and on the Data Controller’s Instructions.

2. Restrictions. The Data Processor will not: (a) sell or share Personal Data; (b) retain, use or disclose Personal Data for any purpose other than the business purposes specified in Exhibit 1, including for any commercial purpose of its own; (c) retain, use or disclose Personal Data outside the direct business relationship between the Parties; or (d) combine Personal Data received from or on behalf of the Data Controller with personal information received from or on behalf of any other person, or collected from its own interaction with the consumer, except where permitted by the applicable US State Privacy Law.

3. Compliance and notification. The Data Processor will comply with the obligations applicable to it as a service provider or processor under the US State Privacy Laws and will provide the same level of privacy protection as is required of the Data Controller. The Data Processor will notify the Data Controller without undue delay if it determines that it can no longer meet its obligations under the applicable US State Privacy Law.

4. Oversight and remediation. The Data Controller may take reasonable and appropriate steps to verify that the Data Processor uses Personal Data in a manner consistent with the Data Controller’s obligations under the US State Privacy Laws, and to stop and remediate any unauthorized use of Personal Data. The audit and information rights in §6 of this Agreement satisfy this paragraph.

5. Sub-Processors. The Data Processor will impose on each Sub-Processor that Processes Personal Data subject to the US State Privacy Laws, by written contract, obligations that are materially equivalent to those set out in this Exhibit.

6. Consumer requests. The Data Processor will assist the Data Controller in responding to requests from consumers to know, access, correct or delete Personal Data, to opt out of the sale or sharing of Personal Data, or to limit the use of sensitive personal information, in accordance with §5 of this Agreement. The Data Processor will not respond directly to such a request except to refer the consumer to the Data Controller.

7. Deidentified data. Where the Data Processor Processes deidentified data, it will not attempt to reidentify the information, will maintain reasonable measures to prevent reidentification, and will contractually oblige any recipient of such data to the same restrictions.

8. Relationship to this Agreement. In the event of a conflict between this Exhibit and the remainder of this Agreement in respect of Personal Data subject to the US State Privacy Laws, this Exhibit prevails. Nothing in this Exhibit affects the application of the GDPR or the FADP to Personal Data subject to those laws.

Exhibit 6

Contracting entities per Service (Vendors)

The Service Annex to the Terms of Service determines which entity contracts as Data Processor for a given Service. Where that entity is established in the EEA, in Switzerland or in another country covered by an adequacy decision, no transfer mechanism is required for the relationship between the Data Controller and the Data Processor; §8 and Exhibit 4 then apply to onward transfers to Sub-Processors.

Service	Contracting entity	Registered office	Art. 27 GDPR representative	Transfer position
Sitejet (sitejet.io)	WebPros International GmbH	Vordergasse 59, 8200 Schaffhausen, Switzerland	WebPros Germany GmbH, Hohenzollernring 72, 50672 Cologne	Switzerland: adequacy decision
SocialBee	SocialBee Labs Srl.	Poet Grigore Alexandrescu Str. 51, Ap. 14, 400560 Cluj-Napoca, Romania	Not required (established in the Union)	EEA
Comet Backup	Comet Licensing Ltd.	10/248 St Asaph Street, Christchurch Central, Christchurch, 8011, New Zealand	WebPros Germany GmbH, Hohenzollernring 72, 50672 Cologne	New Zealand: adequacy decision
XOVI	WebPros Germany GmbH	Hohenzollernring 72, 50672 Cologne, Germany	Not required (established in the Union)	EEA
Riva (formerly XOVI AI)	WebPros Germany GmbH	Hohenzollernring 72, 50672 Cologne, Germany	Not required (established in the Union)	EEA
360 Monitoring	WebPros International GmbH	Vordergasse 59, 8200 Schaffhausen, Switzerland	WebPros Germany GmbH, Hohenzollernring 72, 50672 Cologne	Switzerland: adequacy decision
Site Quality Monitoring	WebPros International GmbH	Vordergasse 59, 8200 Schaffhausen, Switzerland	WebPros Germany GmbH, Hohenzollernring 72, 50672 Cologne	Switzerland: adequacy decision

Within the WebPros group, WebPros International GmbH acts as the central entity for data protection matters, including the group data protection organization, the external Data Protection Officer named in §12(4) and the point of contact under the joint controllership arrangement referred to in §12(8). Irrespective of which entity contracts as Data Processor for a given Service, WebPros Germany GmbH, Hohenzollernring 72, 50672 Cologne, Germany, acts as the representative pursuant to Article 27 GDPR for those Vendors that are not established in the Union.

WebPros Terms of Service – Service Annex – Sitejet

1. Sitejet is a Service proprietary to and provided by WebPros International GmbH, Vordergasse 59, 8200 Schaffhausen / Switzerland.
2. The Sitejet Service enables Users to plan, create and, if necessary, host websites for themselves and their customers, as well as to use other services within Sitejet. Users may use the Sitejet Service for their personal benefit or for internal business purposes within their organization, as long as they comply with all terms and conditions of the WebPros Terms of Service. The Sitejet Service and Sitejet Commerce in specific are charged for by the Provider on a per-Website basis at the rates, published by the Provider and within the Sitejet Service.
3. The use of Sitejet Services is conditioned upon your full and unconditioned acceptance of the WebPros Terms of Service, including all applicable Annexes thereto in their then current version. Access to additional Services (such as Sitejet Commerce) is possible after successful registration and, if applicable, payment of the corresponding additional Service fee. During the registration process, you will be asked to provide some personal Information, the collection, use and storage of which is governed by the WebPros Privacy Policy. You are obliged to provide true, accurate, current and complete Information about yourself when requested by the relevant forms and to keep this Information up to date. If you provide Information that does not comply with the above conditions, Sitejet may suspend or terminate your access to all or parts of the Services. Sitejet is not liable for errors in the provision of the Services that are due to untrue, inaccurate, out-of-date or incomplete Information.
4. Some parts or functionalities of the Sitejet Services, such as Sitejet Commerce, may be provided by third-party providers as licensors to the Provider. In specific, Sitejet Commerce is technically provided to you by Ecwid (by Lightspeed) ([Service Agreement](#), [Privacy Policy](#)) through the Sitejet Service. The Provider assumes no responsibility for third-party service deliverables, nor does the Provider monitor or control the content provided by third-party providers. Data you make accessible to third-party providers as part of the Services is subject to the data protection provisions of the respective third-party provider. WebPros / the Provider acts as an intermediary between you and the third-party provider, so that all claims regarding the use of this data must first be asserted against the third-party provider.
5. The Sitejet Service allows you to embed content such as images, animations, videos, audio or fonts into your websites. During the creation process of a website and for technical reasons, the uploaded content may be stored by the Provider on servers, located in the European Union until the website is published. Upon publishing a website, created via Sitejet Services, all files are stored on the respective Plesk / cPanel server and no data is retained by WebPros any longer.
6. The checkout process for the Service is performed by an independent payment provider (Stripe). The Provider assumes no responsibility for third-party service deliverables, nor does the Provider monitor or control the content provided to or by the third-party provider.
7. You are responsible for ensuring that all content, even if provided by third parties, complies with these Terms and other related terms of the respective third-party provider. Furthermore, you are solely responsible for compliance with all applicable laws and data protection regulations. If embedded content or services establish a connection to third-party providers and user or visitor data is transmitted to third-party providers as part of this connection, it is your responsibility to obtain appropriate prior consent from users or visitors for this data transmission (e.g. by means of a suitable cookie solution).

WebPros Terms of Service – Product Annex – WP Guardian Control Panel Addon

1. The WP Guardian Control Panel Addon is a Service proprietary to and provided by WebPros International GmbH, Vordergasse 59, 8200 Switzerland.
2. The WP Guardian Service is a vulnerability protection feature for WordPress websites, which automatically protects WordPress websites from most high-impact vulnerabilities until WordPress updates are installed, by applying virtual patches, created by an independent third-party provider through the Service. Whenever a new vulnerability is discovered for a WordPress asset, the third-party provider creates a virtual patch, which prevents the specific vulnerability from being exploited on the protected website. The Service automatically downloads and applies such patch for as long as the vulnerability is not fixed via an installed WordPress (core, plugin or themes) update.
3. The WP Guardian Service is licensed by the Provider on a subscription basis per WordPress installation (per website) at the subscription rates, shown in the checkout process. For multi-site WordPress installations, the WP Guardian Service currently only protects the main website.
4. WebPros' WP Toolkit as the basis of the Service requires to be able to communicate with the licensing server every 24 hours in order for the Service to function. The Service may further require an up-to-date version of the underlying control panel to function. Accordingly, the server administrator is ultimately in control of the Service. The Provider is not liable for service outages or degradations, caused by adverse server configurations made by the server administrator.
5. The checkout process for the Service is performed by an independent payment provider (Stripe). The Provider assumes no responsibility for third-party service deliverables, nor does the Provider monitor or control the content provided to or by the third-party provider.
6. Subscriptions can be initiated as well as terminated towards their next renewal date in the Vendors' control panel applications, using the "manage my subscriptions" option.
7. The Provider does not guarantee that the Service will be uninterrupted, error-free or will be able to find and eliminate all vulnerabilities at any time. The Service is provided on an as-is and as-available basis.

WebPros Terms of Service – Product Annex – Site Quality Monitoring

1. The Site Quality Monitoring Service is proprietary to and provided by WebPros International GmbH, Vordergasse 59, 8200 Schaffhausen Switzerland.
2. Site Quality Monitoring Service offers a robust solution for monitoring the health and performance of websites. This service enables continuous scanning of websites to detect issues such as programming errors, defects, downtime, slow load times, and SEO deficiencies. It provides detailed insights and reports to help maintain and enhance site quality, thereby optimizing user experience and search engine rankings.
3. Site Quality Monitoring is licensed on a subscription basis per website at the subscription rates outlined during the checkout process. The service includes features such as alerts, comprehensive performance analysis, and recommendations for improvements.
4. As the foundation of the Site Quality Monitoring Service, WebPros' proprietary technology requires regular communication with the 360 Monitoring and quality backend to monitor websites in order to detect performance degradations, website quality and health issues as well as downtimes. The Service may also necessitate an up-to-date version of the underlying control panel software for optimal performance. Server administrators maintain ultimate control over the operational environment of the Service. The Provider is not responsible for any service interruptions or performance issues caused by improper server configurations.
5. The processing of payments and management of subscriptions for the Site Quality Monitoring Service is handled through an independent payment provider (Stripe). The Provider does not assume responsibility for third-party service deliverables nor does it oversee the content provided to or by third-party providers.
6. Subscriptions can be initiated or terminated in accordance with their upcoming renewal date through the Vendor's control panel applications, utilizing the "manage subscriptions" option.
7. The Provider does not ensure that the Service will be uninterrupted or error-free, nor that it will consistently identify all site quality issues. The Site Quality Monitoring Service is made available on an as-is and as-available basis.

WebPros Terms of Service – Product Annex – 360 Monitoring Service

1. The 360 Monitoring Service is proprietary to and provided by WebPros International GmbH, Vordergasse 59, 8200 Schaffhausen / Switzerland.
2. The 360 Monitoring Service is a comprehensive server and website monitoring solution, designed to provide real-time alerts and performance data across various digital assets. The service enables users to monitor server health, website uptime, and performance metrics efficiently from a centralized dashboard. By using advanced monitoring techniques, the service quickly identifies potential issues and notifies the user, helping to minimize downtime and improve operational reliability.
3. 360 Monitoring is licensed on a subscription basis per server or website installation at subscription rates, displayed during the checkout process. The Service encompasses a variety of monitoring options including, but not limited to, server health checks, website uptime tracking, and performance analysis.
4. As the foundation of the 360 Monitoring Service, WebPros' proprietary technology requires regular communication with the 360 Monitoring backend to monitor servers and websites in order to detect performance degradations, server and website issues as well as downtime. The Service may also necessitate an up-to-date version of the underlying control panel software for optimal performance. Server administrators maintain ultimate control over the operational environment of the Service. The Provider is not responsible for any service interruptions or performance issues caused by improper server configurations made by the server administrator.
5. The payment and subscription management for the 360 Monitoring Service is facilitated through an independent payment provider (Cleverbridge or Stripe). The Provider assumes no responsibility for the deliverables of third-party services, nor does the Provider have oversight or control over the content provided to or by third-party providers.
6. Subscriptions to the 360 Monitoring Service can be initiated or canceled in alignment with their next renewal date through the Vendor's control panel applications, by selecting the "manage my subscriptions" option.
7. The Provider does not guarantee uninterrupted or error-free service, nor does it claim to resolve all potential performance issues at all times. The 360 Monitoring Service is provided on an as-is and as-available basis, and users engage with the service under these terms.

WebPros Terms of Service – Service Annex – SocialBee

1. SocialBee is a SaaS Service, proprietary to SocialBee Labs SRL (“SocialBee”), Cluj-Napoca, Poet Grigore Alexandrescu, St no.51, Sc.1., 3rd floor, Ap. 14, Cluj County, Romania as the Vendor, and provided to you either via the Vendor directly or via the Provider. SocialBee Labs SRL is a wholly-owned subsidiary of Webpros International GmbH, Switzerland.
2. The SocialBee Service enables Users to create, schedule, automate and manage their social media profiles and posts. Users may use the SocialBee Service for their business purposes within their organization, as long as they comply with all terms and conditions of the WebPros Terms of Service. The SocialBee Services is charged for by Vendor or , as the case may be, by the Provider on a subscription basis at the rates, published by the Vendor or the Provider, accordingly.
3. The use of SocialBee Services is conditioned upon your full and unconditioned acceptance of the WebPros Terms of Service, including all applicable Annexes thereto in their then current version. Access to the SocialBee Services is possible after successful registration and, if applicable, payment of the corresponding Service fee. During the registration process, you will be asked to provide some personal Information, the collection, use and storage of which is governed by the WebPros Privacy Policy. You are obliged to provide true, accurate, current and complete Information about yourself when requested by the relevant forms and to keep this Information up to date. If you provide Information that does not comply with the above conditions, SocialBee may suspend or terminate your access to all or parts of the Services. SocialBee is not liable for errors in the provision of the Services that are due to untrue, inaccurate, out-of-date or incomplete Information. SocialBee further reserves the right to check the information you provide against international sanctions lists to comply with international export controls regulations.
4. The SocialBee Services are provided in direct interaction with certain social networks. When you connect your social media profile to SocialBee, we may collect and store the link to your avatar, the name of your connected profile and @handle (where applicable). We use this data to deliver SocialBee Services to you. We may also receive private information about your business profiles from the social network profiles you connect to SocialBee, including Facebook (Meta), Instagram (Meta), Threads (Meta), LinkedIn, TikTok, Pinterest, Google Business Profiles, X (fka. Twitter), YouTube, BlueSky and (soon) Mastodon. Any content shared from SocialBee on the social network will be governed by that platform’s privacy policy. For example, if you choose to connect your YouTube channel to SocialBee, this connection uses YouTube’s API services, and the YouTube Terms of Services located at <https://www.youtube.com/t/terms> and Google Privacy Policy located at <https://policies.google.com/privacy> will apply to you. In addition, we are using information to publish your desired content on social networks you’ve authenticated within the SocialBee app. Once authenticated with a third-party social network platform, such as X, we transfer your information to and from the applicable third-party network. We also obtain analytics data for a subset of social networks (X Profiles, Facebook Pages, LinkedIn Company Pages, Instagram Business Accounts, Pinterest Profiles, and TikTok Profiles).
Also, for any social networks that you have authorized in SocialBee, you may revoke this access at any time by following the instructions [here](#). If you have authorized us to access your information via API services of a social media provider, in addition to our normal procedure for deleting stored data, you may revoke our access to your data via the security settings page of such provider. SocialBee’s use and transfer of information to and from any other app will adhere to the corresponding API Service policy of the social media platform used, including any Limited Use requirements. By utilizing SocialBee together with a social media platform, you also agree to such platform’s privacy policy, respectively. You will not breach or circumvent any API requirements of social media platforms in any way. The use of own authentication keys to enter a platform without addressing such platform’s API via SocialBee is strictly prohibited and may result in a termination of your SocialBee account.
5. The Vendor and the Provider assume no responsibility for third-party services like social networks. Data you make accessible to social networks as part of the Services is subject to the data protection provisions of the respective social network used. WebPros / the Provider acts as an intermediary between you and the social networks, so that all claims regarding the use of this data must first be asserted against such networks.
6. The SocialBee Service allows you to embed content such as images, animations, videos, audio or fonts into your posts. SocialBee helps publishing such content in the connected social networks, which includes uploading such content to servers in all permitted geographies.
7. The subscription service for the SocialBee Service is assumed by an independent third-party provider (Fastspring) as the merchant of record (being your contractual counterpart). Any requests, demands or claims related to your subscription may primarily be directed to our support for resolution. If required, we will involve the merchant of record for a resolution.

8. You are responsible for ensuring that all content, even if provided by third parties, complies with these Terms, the terms of the respective social network as well as all applicable laws. Furthermore, you are solely responsible for compliance with all applicable laws and data protection regulations when using SocialBee Services. If embedded content contains personal data or connections with third party providers, it is your responsibility to obtain appropriate prior consent from users or visitors for this data transmission or connection. SocialBee assumes no responsibility for your uploaded content and does not screen such content in any way.
9. If provided to you directly by the Vendor, the use of the SocialBee Service is governed by the laws of Romania with place of jurisdiction being the courts located in Cluj / Romania. Provided that SocialBee Services are provided to you via a platform, operated by the Provider, your use of the service follows the applicable law defined in the WebPros Terms of Service.

WebPros Terms of Service – Service Annex – XОВI

1. XОВI is a service owned and provided by WebPros Germany GmbH, Hohenzollernring 72, 50672 Cologne, Germany (the “Vendor”).
WebPros Germany GmbH is the company formerly registered under the name XОВI GmbH. The change of name has no effect on the identity of the contracting party, on existing contracts or on the rights and obligations of the parties. References to XОВI GmbH in any documentation, order form, invoice or other communication issued before the date of this Annex are to be read as references to WebPros Germany GmbH.
The relevant clauses of the Terms of Service that refer to WebPros International GmbH as the provider apply accordingly to the Vendor with regard to the use of XОВI.
2. The XОВI Service is an all-in-one SEO service, designed to help users, SMBs and Agencies to optimize their websites and their customer’s websites for better search engine rankings. Businesses may use the XОВI Service for their business and marketing purposes, as long as they comply with all terms and conditions of the WebPros Terms of Service. The data obtained from the use of the Service is intended exclusively for your use as specified by the software documentation and may not be reproduced or passed on to third parties. Any use beyond the Terms is prohibited.
3. The XОВI Service is charged for by the Provider on a subscription basis at the rates, published by the Provider.
4. The use of XОВI Services is conditioned upon your full and unconditioned acceptance of the WebPros Terms of Service, including all applicable Annexes thereto in their then current version. Access to the Services is possible after successful registration and payment of the corresponding Service fee. During the registration process, you will be asked to provide some personal Information for the purpose of entering into a contractual relationship with the Vendor, directly. The collection, use and storage of this data is governed by the WebPros Privacy Policy and is justified by Art. 6 (1) (b) GDPR. You are obliged to provide true, accurate, current and complete Information about yourself when requested by the relevant forms and to keep this Information up to date. If you provide Information that does not comply with the above conditions, the Vendor may suspend or terminate your access to all or parts of the Services. The Vendor is not liable for errors in the provision of the Services that are due to untrue, inaccurate, out-of-date or incomplete Information.
5. The information generated by the Service provides an evaluation of the essential data with accuracy, corresponding to the state of the art. These are approximate values. Technically induced, unavoidable inaccuracies (for example, due to different internet technologies and counting parameters of the sources evaluated by the service) do not constitute a defect, nor do deviations and limitations resulting from the customer’s individual settings.
The Vendor does not owe the achievement of a specific economic success.
The Vendor has no direct business relationship with the operators of search engines, so the Vendor has no influence on the creation of search results, the assignment of PageRank, or the inclusion of websites in the search index.
6. The Vendor may provide a collaboration functionality (“Teaming Feature”), by which team members, working collaboratively, can be defined and administered within the Service. Although, this may involve storing names and email addresses within the Service itself, such action is not considered as processing data on your behalf, as it is facilitating the use of the XОВI solution itself. However, the Vendor has included the WebPros Data Processing Agreement, attached to the Terms as Annex 2, which applies in the event, such storing of data on the Vendor’s servers may be interpreted as actually processing on behalf. In any case, by using the Teaming Feature, you confirm having obtained the required consent by the affected individuals to store their personal data within the Service. You are solely responsible for your compliance with all applicable laws and data protection regulations with respect to the data you enter into the Service.
7. **Special Provisions for the Use of AI-Based Features (AI Writer and Riva)**
The XОВI feature previously designated “XОВI AI” is provided under the name “Riva” with effect from the date of this Annex. The change of designation has no effect on the scope of the feature, on the subscription under which it is made available or on the rights and obligations of the parties. References to “XОВI AI” in any documentation, order form, invoice or other communication issued before that date are to be read as references to Riva.
The features described in this section are based on technologies provided by third parties. Their use is subject to the usage restrictions imposed by the relevant third-party providers, as passed on to you by the Vendor. The Vendor will inform you of any such restrictions that are relevant to your use of the features.
 - AI Writer enables the automated creation of SEO-optimized content based on user input. The generated content is based on generative AI models and is provided solely as suggestions. The Vendor does not warrant the accuracy, completeness, legality or suitability of the generated content for any specific purpose. Users are responsible for reviewing and editing the content before publication. User input may be transmitted to and processed by the AI model providers engaged by the Vendor for the purpose of content generation. The Vendor does not store such data beyond the scope required for the provision of the functionality.

- Riva is an analysis and monitoring tool designed to assess the visibility and representation of the user's brand in AI-generated search results. The feature provides insights into the current perception of the brand by AI models ("Reflection Mode") and supports strategic goal setting and progress tracking ("Vision Mode"). Furthermore, the feature recommends actions intended to improve visibility in AI-generated output. Riva as described in this section forms part of the Xovi Service and is covered by your Xovi subscription. Riva is additionally offered as a separate service, which does not form part of the Xovi Service and which is governed by a separate Service Annex to the Terms of Service. The scope of functions, the usage volumes and the pricing of the two offerings may differ.

In order to provide Riva, the Vendor submits queries to AI systems operated by third parties and evaluates the responses returned. The Vendor may obtain these responses either directly from the relevant AI system or through third-party service providers engaged by the Vendor for the purpose of querying AI systems and retrieving their responses. The Vendor is free to select, add, replace or discontinue the AI systems evaluated and the service providers engaged, subject to the notification requirements set out in Annex 2 to the Terms of Service where applicable. The Vendor maintains an up-to-date overview of the third parties involved in the provision of the features described in this section, available at www.xovi.com.

As part of the analysis, Riva accesses and evaluates publicly available content of third-party websites, including websites designated by you. Riva does not access content that is protected by access controls and does not circumvent technical protection measures. You must not use Riva to have content collected which you are not permitted to have collected, and you must not use Riva to circumvent access restrictions imposed by a website operator.

The analysis is based on publicly available data and on the responses of external AI models. AI systems are not deterministic. Identical queries may return different responses at different points in time, in different regions and in different sessions. The scores, ratings and recommendations generated by Riva are therefore estimates that reflect a point in time and are not capable of exact reproduction. The Vendor does not warrant the accuracy, completeness or currency of these results, does not warrant that any particular visibility, mention, ranking, reach, traffic or other outcome will be achieved and does not owe the achievement of a specific economic success. Use of the feature is at the user's own risk.

The Vendor has no direct business relationship with the operators of the AI systems evaluated. The Vendor therefore has no influence on the creation of AI-generated responses, on the inclusion of any information in such responses or on the availability, continuation or terms of use of those systems. The Vendor assumes no liability for the representation of a brand by third-party AI systems.

When using the features described in this section, user input may be transmitted to third parties and processed there. Processing is carried out solely for the purpose of providing the functionality and in accordance with applicable data protection regulations. You must not enter personal data into these features unless this is necessary for the intended use and you have a valid legal basis for doing so.

AI-generated content must not be presented as exclusively human-created unless this is factually correct. Users are responsible for complying with applicable copyright, labeling and disclosure obligations when publishing such content. The features described in this section must be used only through the interfaces made available by the Vendor and only for your own business and marketing purposes. You must not use these features as a general-purpose interface to third-party AI systems, must not resell access to them and must not exceed the usage volumes applicable to your subscription. The Vendor may apply reasonable rate limits and fair use limits and may suspend access in the event of abusive usage patterns.

The AI Writer and Riva features may be in beta status. The Vendor reserves the right to modify, restrict or discontinue these features at any time.

8. Personal data processed by the Vendor on behalf of the user in the course of the provision of the Xovi Service is processed in accordance with the Data Processing Agreement attached to the Terms of Service as Annex 2. Where the Vendor collects and evaluates publicly available content of third-party websites in the course of providing the features described in section 7, the Vendor acts as controller in respect of that content.
9. The use of the Xovi Service is governed by the laws of the Federal Republic of Germany. Agreed and exclusive place of jurisdiction are the courts located in Cologne / Germany, unless stipulated otherwise by the applicable law.

WebPros Terms of Service – Service Annex – Riva (Standalone)

1. Riva (Standalone) is a service owned and provided by WebPros Germany GmbH, Hohenzollernring 72, 50672 Cologne, Germany (the “Vendor”).
WebPros Germany GmbH is the company formerly registered under the name XQVI GmbH. The change of name has no effect on the identity of the contracting party, on existing contracts or on the rights and obligations of the parties. References to XQVI GmbH in any documentation, order form, invoice or other communication issued before the date of this Annex are to be read as references to WebPros Germany GmbH.
The relevant clauses of the Terms of Service that refer to WebPros International GmbH as the provider apply accordingly to the Vendor with regard to the use of Riva (Standalone).
Riva was previously designated “XQVI AI”. References to “XQVI AI” in any documentation, order form, invoice or other communication issued before the date of this Annex are to be read as references to Riva.
2. Riva (Standalone) is an analysis and monitoring service designed to assess the visibility and representation of a brand in AI-generated search results. The Service provides insights into the current perception of the brand by AI models (“Reflection Mode”), supports strategic goal setting and progress tracking (“Vision Mode”) and recommends actions intended to improve visibility in AI-generated output. The Service is made available at rivageo.ai.
3. Riva (Standalone) is a separate service. It does not form part of the XQVI Service and its use does not require a subscription to the XQVI Service. Riva (Standalone) is operated with separate entitlements, separate subscriptions and separate data storage. Data entered into or generated within Riva (Standalone) is not made available within the XQVI Service, and data held within the XQVI Service is not made available within Riva (Standalone), unless you expressly request such a transfer.
A functionally comparable feature is additionally made available as part of the XQVI Service under the name Riva. That feature is governed by the Service Annex for the XQVI Service and not by this Annex. The scope of functions, the usage volumes and the pricing of the two offerings may differ.
4. Access to Riva (Standalone) requires a WebPros Account. The use of Riva (Standalone) is conditioned upon your full and unconditioned acceptance of the WebPros Terms of Service, including all applicable Annexes thereto in their then current version. Access to the Service is possible after successful registration and payment of the corresponding Service fee. During the registration process, you will be asked to provide some personal Information for the purpose of entering into a contractual relationship with the Vendor, directly. The collection, use and storage of this data is governed by the WebPros Privacy Policy and is justified by Art. 6 (1) (b) GDPR. You are obliged to provide true, accurate, current and complete Information about yourself when requested by the relevant forms and to keep this Information up to date. If you provide Information that does not comply with the above conditions, the Vendor may suspend or terminate your access to all or parts of the Service. The Vendor is not liable for errors in the provision of the Service that are due to untrue, inaccurate, out-of-date or incomplete Information.
Riva (Standalone) is directed at businesses only and is sold by the Vendor directly to the customer. You confirm upon registration that you are acting in the exercise of your trade, business, craft or profession. Resale of the Service, and the provision of the Service to third parties, is not permitted unless expressly agreed in writing.
5. Riva (Standalone) is charged for by the Vendor on a subscription basis at the rates published by the Vendor, as amended from time to time. Unless expressly agreed otherwise, subscriptions have a term of one month and renew automatically for successive periods of one month, unless terminated with effect from the end of the then current subscription period. Payments are processed by Stripe Payments Europe, Ltd., Dublin, Ireland, and its affiliates (“Stripe”) on behalf of the Vendor. By subscribing, you agree that the payment data required for that purpose is transmitted to and processed by Stripe. Fees are payable in advance for each subscription period. All fees are stated exclusive of value added tax and of any other taxes or duties, which will be added where applicable. Fees paid for a current subscription period are not refunded upon termination, unless mandatory law provides otherwise.
6. **Third parties involved in the provision of the Service**
In order to provide Riva (Standalone), the Vendor submits queries to AI systems operated by third parties and evaluates the responses returned. The Vendor may obtain these responses either directly from the relevant AI system or through third-party service providers engaged by the Vendor for the purpose of querying AI systems and retrieving their responses.
The AI model providers currently engaged include OpenAI. The Vendor may at any time add, replace or discontinue the AI systems evaluated and the service providers engaged, subject to the notification requirements set out in Annex 2 to the Terms of Service where applicable. Payment services are provided by Stripe.
The Vendor maintains an up-to-date overview of the third parties involved in the provision of Riva (Standalone), available at rivageo.ai.
7. As part of the analysis, the Service accesses and evaluates publicly available content of third-party websites, including

websites designated by you. The Service does not access content that is protected by access controls and does not circumvent technical protection measures. You must not use the Service to have content collected which you are not permitted to have collected, and you must not use the Service to circumvent access restrictions imposed by a website operator.

8. Nature of the results, no warranty of accuracy or of outcome

The information generated by the Service provides an evaluation of the essential data with accuracy, corresponding to the state of the art. These are approximate values. Technically induced, unavoidable inaccuracies do not constitute a defect, nor do deviations and limitations resulting from your individual settings.

AI systems are not deterministic. Identical queries may return different responses at different points in time, in different regions and in different sessions. The scores, ratings and recommendations generated by the Service are therefore estimates that reflect a point in time and are not capable of exact reproduction.

The Vendor does not warrant the accuracy, completeness or currency of the scores, ratings and recommendations generated by the Service. The Vendor does not warrant that following a recommendation will result in any particular visibility, mention, ranking, reach, traffic or other outcome in AI-generated output or elsewhere, and does not owe the achievement of a specific economic success. The results of the Service do not constitute legal, tax or other professional advice. You are responsible for reviewing the results before acting on them. Use of the Service is at your own risk.

The Vendor has no direct business relationship with the operators of the AI systems evaluated. The Vendor therefore has no influence on the creation of AI-generated responses, on the inclusion of any information in such responses or on the availability, continuation or terms of use of those systems. The Vendor assumes no liability for the representation of a brand by third-party AI systems.

9. Subscribed businesses may use Riva (Standalone) for their own business and marketing purposes, as long as they comply with all terms and conditions of the WebPros Terms of Service. The data obtained from the use of the Service is intended exclusively for your use as specified by the software documentation and may not be reproduced or passed on to third parties. Any use beyond the Terms is prohibited.

You must use the Service only through the interfaces made available by the Vendor. You must not use the Service as a general-purpose interface to third-party AI systems and must not exceed the usage volumes applicable to your subscription. The Vendor may apply reasonable rate limits and fair use limits and may suspend access in the event of abusive usage patterns.

When using the Service, your input may be transmitted to third parties and processed there. Processing is carried out solely for the purpose of providing the functionality and in accordance with applicable data protection regulations. You must not enter personal data into the Service unless this is necessary for the intended use and you have a valid legal basis for doing so.

AI-generated content must not be presented as exclusively human-created unless this is factually correct. You are responsible for complying with applicable copyright, labeling and disclosure obligations when publishing such content.

10. Personal data processed by the Vendor on your behalf in the course of the provision of Riva (Standalone) is processed in accordance with the Data Processing Agreement attached to the Terms of Service as Annex 2. Where the Vendor collects and evaluates publicly available content of third-party websites in the course of providing the Service, the Vendor acts as controller in respect of that content.

11. Certain features of Riva (Standalone) may be in beta status. The Vendor reserves the right to modify, restrict or discontinue these features at any time.

12. The subscription may be terminated by either party with effect from the end of the then current subscription period. Termination is effected through your WebPros Account or through the cancellation function made available by the Vendor. Upon expiry of the subscription, your access to the Service and to the data stored within it ends. You are responsible for exporting any data you wish to retain before the subscription expires. The Vendor will delete customer data after expiry of the subscription in accordance with its retention policy and applicable law.

13. The use of Riva (Standalone) is governed by the laws of the Federal Republic of Germany. Agreed and exclusive place of jurisdiction are the courts located in Cologne / Germany, unless stipulated otherwise by the applicable law.

WebPros Terms of Service – Service Annex – Comet Backup

Comet Backup is a backup service, proprietary to Comet Licensing Limited (“Comet”), 1/52 Acheron Drive, Upper Riccarton, Christchurch, 8041 / New Zealand, as the Vendor, and provided either directly by the Vendor or via the Provider. Comet Licensing Limited is a member of the WebPros Group of Companies, but acts as an independent vendor, being a subsidiary of WebPros International GmbH.

1. Service Description

The Comet Backup Service enables users to securely back up, restore, and manage data across endpoints, servers, and cloud environments. Key functionalities include:

- Automated backup scheduling for files, folders, databases, and applications
- Multi-platform support (Windows, macOS, Linux)
- End-to-end encryption for data in transit and at rest
- Flexible storage options (local, cloud, hybrid)
- Granular restore capabilities
- Centralized management dashboard
- Reporting and monitoring tools

The Service may be operated as a White-Label solution. Users are permitted to customize branding, user interface, and domain according to technical capabilities. Use of the Comet API for integration into proprietary systems is permitted, provided that API documentation and security requirements are observed.

Users may utilize the Comet Backup Service for their internal business purposes, subject to compliance with all terms and conditions of the WebPros Terms of Service, including this Annex and payment of the applicable service fee.

2. Licensing Models

Comet Backup is available under two primary licensing models:

a) Self-hosted Model

The user operates and manages the Comet Backup software on its own infrastructure. Licensing is granted on a per-device or per-user basis, as published by Comet. The user is responsible for the installation, configuration, maintenance, and security of the backup environment. Comet provides software updates and technical support, but does not host or manage the user's or its end-users' data.

In the context of a White-Label license, the user is permitted to distribute the software under its own brand.

b) Comet SaaS Model

Licensing of this model is subscription-based, with rates published by Comet. Access to the Comet SaaS Service is conditioned upon successful registration and payment of the applicable subscription fee. During registration, users must provide accurate and complete information, kept up to date at all times. Failure to do so may result in suspension or termination of access.

The user accesses Comet Backup as a hosted service, operated by Comet on infrastructure provided by Amazon Web Services (AWS). Default storage provider under the Comet SaaS Model is Wasabi (www.wasabi.com). Users may however connect the Comet services with other, third party storage providers of choice. Whereas Comet is responsible for the operation, maintenance, and security of the hosted environment (Comet Dashboard), the default Wasabi storage infrastructure is resold to the user by Comet. The additional Wasabi terms for the use of the storage environment (available at <https://wasabi.com/legal/customer-agreement>) need to be accepted by the user, separately and are incorporated herein by reference. Storage provider terms apply directly between users and the third party providers and Comet cannot be held responsible for the performance of any storage providers. Additional terms and limitations may apply, based on the respective storage provider used.

Backup policies and data are managed by users via the Comet Dashboard.

Users of the Comet SaaS Service may customize the interface and branding within the scope of the White-Label functionality. Access to the Comet API is included for Comet SaaS users as part of the Service fee.

Comet Services are provided on a pre-paid basis (so called “Credits”). Users must purchase credits before using the Service. It is in Users’ responsibility to ensure they maintain a positive Credit balance. If Credits are depleted, Users will no longer be able to make use of the Service, and paid services will be suspended. Services are usually charged for once a month in accordance with the pricing set forth on the Comet website. Purchased Credits are non-refundable.

3. Liability

Comet shall be liable in accordance with the general liability provisions of the Terms of Service hereto.

a) Self-hosted Model

In addition thereto, Comet’s liability obligations for the use of the Self-hosted Model is strictly limited to software product defects under the applicable law. Comet is not liable for any damages related to the storage of data, collected by Comet’s software or arising from the user’s operation, configuration, or use of the software, including but not limited to data loss, security breaches, or service interruptions. Users assume any all responsibility for compliance with laws, data protection regulations, and the security of its backup environment.

b) Comet SaaS Model

Under the Comet SaaS Model, Comet assumes only the legal minimum liability for the underlying default storage infrastructure, provided by Wasabi. Mandatory Wasabi provisions, including limitations of liability, data protection, and service levels are available at <https://wasabi.com/legal> and are incorporated herein by reference and flow down to the User. Comet assumes no liability for outages, data loss, breaches or any actions or inactions attributable to any third-party storage providers, utilized by User. Any responsibility as to the storage of data vests in such third-party storage providers and Comet disclaims all further liability related thereto.

With respect to the data stored, the user is responsible for compliance with all applicable laws and data protection regulations when using the Comet SaaS Service. Comet assumes no liability for damages resulting from API usage or modifications made in the context of White-Label operation, unless caused by Comet’s gross negligence or willful misconduct.

4. Third-party Services and Data Protection

Under the Comet SaaS Model, Comet acts as an intermediary between the User and Wasabi (standard) or any other third party storage provider. Claims regarding data use must be asserted against the storage provider in the first instance. Users (including White-Label Users) are responsible for obtaining all necessary consents for and inform customers about data transmission to third-party providers, including Wasabi.

5. Termination

Access to Comet Backup Services may be terminated in accordance with the WebPros Terms of Service and this Annex. Upon termination, users must ensure all data is backed up and exported as required and end customers are informed in good time about termination and the need to export data.

6. Applicable Law and Jurisdiction

The use of Comet services is governed by the laws of New Zealand. Agreed and exclusive place of jurisdiction are the courts located in Christchurch / New Zealand. Despite the foregoing choice of law, the Parties agree to make the provisions of the GDPR applicable to their contractual relationship as set out in Annex 2 to the WebPros Terms of Service.