Remote Access Clause

This clause applies without explicit agreement to all services ordered by the customer for which Nova Werke AG requires remote access in order to fulfill these services.

Nova Werke AG has a state-of-the-art security concept that protects the infrastructure and data. This security concept is always kept up to date. The customer is obliged to adhere to the same standard, otherwise remote access and the associated services will be suspended until the security concept is adapted. In this case the customer has no right to a refund, reduction or similar of the contract price. The backup of the data is in the responsibility of the customer.

Within the scope of remote access, Nova Werke AG is entitled to access the customer's data necessary for the provision of the service. This does not include the data of the entire system. Nova Werke AG may copy the data to its own systems for the purpose of analyzing and correcting errors. As soon as this data is no longer required for the provision of the service, it will be deleted by Nova Werke AG. In anonymous form, this data may be collected, processed, evaluated and used by Nova Werke AG for the further development of its services and products or for the development of new services and products. These processes may also be carried out outside Switzerland. Nova Werke AG undertakes not to pass on this data to third parties without the written consent of the customer. All customer data held by Nova Werke AG is covered by Nova Werke AG's security concept in the same way as its own data.

Both the customer and Nova Werke AG are entitled to interrupt the remote access without prior notice if the continued access would represent a risk to one of the systems. There is no obligation of compensation for one of the parties. If the interruption lasts for more than 10 days, the contract can be terminated upon expiration of this period. If the interruption is due to a culpable behavior or omission on the part of Nova Werke AG, the customer is entitled to reclaim the already paid contract price pro rata for the contract period that has expired. In all other cases, there shall be no claim for reimbursement.

In case of loss or damage of data, Nova Werke AG shall be liable exclusively for the reinstallation of backed-up data. In all other cases, liability shall be governed by the agreement made in the contract.

Effretikon, March 2020