

Optiverse AG – Terms of Service

Effective Date: 02.01.2025

These Terms of Service (“Terms”) govern your access to and use of the Optiverse AG platform and services (collectively, the “Service”), operated by Optiverse AG (“Optiverse,” “we,” “our,” or “us”). By using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Service.

Enterprise agreements. If you have entered into a separate written agreement with Optiverse, such as a Master Subscription Agreement and/or Data Processing Agreement, that agreement will govern your use of the Service and will take precedence over these Terms in the event of any conflict.

1. Company Information

Optiverse AG is a company registered in Switzerland, with its principal office at Clausstrasse 16, 8006 Zürich, Switzerland.

2. Access to the Service

Optiverse provides a cloud-based platform for productivity and AI-enhanced collaboration. Access to the Service is offered on a subscription basis, as described on our website or in a valid order form. We may update or modify the Service to improve functionality or ensure legal compliance. For material changes, we will provide reasonable notice when feasible.

3. Subscriptions and Payment

Subscriptions are billed in accordance with your selected plan or order form. Payment is due in advance, and we reserve the right to suspend or terminate access to the Service for unpaid amounts.

4. Data Ownership and Processing

- **Client Data Ownership:** You retain all rights to the data, content, and materials you upload or generate within the Service (“Client Data”).
- **Processing Purpose:** We process Client Data solely to provide, maintain, and support the Service, in accordance with these Terms and our Privacy Policy.
- **AI Training:** Client Data is never used for advertising, profiling, or training artificial intelligence models without the Client’s explicit consent.
- **Data Residency:** Client Data is hosted in Zurich, Switzerland or Frankfurt, Germany.
- **Export and Deletion:** You may export or request deletion of your data at any time. Textual data is deleted immediately upon meeting deletion or within 24h for account deletion. Video recordings are retained for up to 30 days to allow for recovery and are then permanently deleted.

5. Security and Compliance

Optiverse designs its infrastructure in alignment with GDPR and the Swiss Federal Act on Data Protection (FADP). Key security practices include:

- Data encrypted at rest (AES-256) and in transit (TLS 1.3)
- Authentication via short-lived JWT tokens
- Role-based access control and Supabase Row-Level Security (RLS)
- Pre-signed video access URLs with expiration
- Infrastructure hosted in AWS and Supabase
- Daily backups with geo-redundant storage
- Key rotation every 90 days via AWS KMS
- Transcription handled internally or with GDPR-compliant LLM providers hosted in the EU
- Email authentication using SPF, DKIM, and DMARC

A detailed Security Overview is available upon request by contacting security@optiverse.ai.

6. Subprocessors and International Transfers

We may engage subprocessors to assist with service delivery. All subprocessors are contractually bound to data protection standards equivalent to this TOS and our DPA. A current list of subprocessors is available upon request. Data is stored exclusively in Switzerland or

Germany. If data is transferred outside the EEA, we use appropriate safeguards such as Standard Contractual Clauses (SCCs).

7. Incident Response and Notification

In the event of a security incident that affects your data, we will notify you without undue delay, providing relevant information on scope, impact, mitigation efforts, and a point of contact.

8. Uptime and Support

Optiverse targets 99.9% service uptime, excluding scheduled maintenance and external force majeure. Support is available by email during business hours. Response times vary based on issue severity and plan tier (see Section 14).

9. Intellectual Property

All rights to the Service platform, code, and infrastructure (excluding Client Data) remain the property of Optiverse or its licensors. You are granted a limited, non-transferable license to use the Service in accordance with these Terms.

10. Acceptable Use

You agree not to:

- Use the Service to violate any laws or regulations
- Interfere with or disrupt the Service
- Attempt to gain unauthorized access to systems or data
- Use the Service to store or transmit infringing, defamatory, or unlawful material
- Use the Service to train AI models or scrape content

We reserve the right to suspend or terminate your access for violations of these terms.

11. Termination

These Terms remain in effect until terminated by either party. You may terminate by discontinuing use of the Service and requesting deletion of your data. We may terminate or suspend your access if you breach these Terms.

12. Disclaimers and Limitation of Liability

The Service is provided “as is” without warranties of any kind. To the fullest extent permitted by law, Optiverse disclaims all warranties, including merchantability, fitness for a particular purpose, and non-infringement. In no event shall Optiverse be liable for indirect, incidental, or consequential damages. Our total liability is limited to the fees paid by you in the 12 months preceding the claim.

13. Privacy

Use of the Service is subject to our Privacy Policy.

14. Governing Law and Jurisdiction

These Terms are governed by the laws of Switzerland. Any disputes shall be subject to the jurisdiction of the courts in Zürich, Switzerland.

15. Service Level Commitment

Optiverse provides support and service levels based on your subscription tier. Unless otherwise agreed:

- **Uptime:** We target 99.9% monthly uptime, excluding scheduled maintenance and factors beyond our control.
- **Support:** Email-based support is available during business hours (Monday–Friday, 9:00–17:00 CET).
- **Response Times:**

Priority Level	Free Plan	Pro Plan	Business Plan
Urgent (Service unavailable)	No guaranteed response	4 business hours	1 business hour
High (Critical feature degraded)	No guaranteed response	1 business day	4 business hours
Normal (General issue or question)	No guaranteed response	2 business days	1 business day

Table 1: Support Response Times by Plan

- **Maintenance:** We provide at least 48 hours’ notice for scheduled downtime.
- **Scope:** SLA support applies to technical platform issues. Custom onboarding or integration support may be scoped separately.