

Terms of use for Q.key, as at: 27.03.2025

1. Introduction

These terms and conditions of use of QBIC AG, In der Luberzen 40, 8902 Urdorf, Switzerland govern the use of the online locking system management solution "Q.key" (hereinafter referred to as the "service") and the authorized users.

By registering and using the service, you agree to these terms and conditions. If you do not agree to these terms and conditions, you are not permitted to use the Service.

2. Definitions

- Provider: QBIC AG, the operator of the service
- User: Natural or legal individuals who use the service
- Data: All information entered or generated by the user in the service
- Subscription: The selected usage variant with a specific scope of services
- Third-party provider: External service providers with whom the provider works

3. Service description

The service enables users to manage locking systems efficiently.

The main functions include:

- Creating and importing locking systems: Creation and import of locking systems including display of the locking matrix
- Master data management: Entry and management of individuals, organizations and companies
- Key and cylinder management: Issuing and withdrawing keys, managing of storage locations and depositories and re-ordering keys and cylinders
- User and rights management: Assignment of roles and rights to application users
- Evaluations: Provision of various evaluations for locking system management

The availability of the functions may vary depending on the subscription selected. Details on the available subscriptions and their scope of services can be found at <https://qkey.ch/monthly-subscription>. Adjustments to subscriptions, in particular the addition or removal of functions, can be made by the provider at any time.

The data and backups are stored in Switzerland. The service is optimized for modern web browsers (Chrome, Firefox, Edge, Safari) on a desktop monitor. A stable internet connection is required on the part of the user.

4. Registration and account

4.1 Creating an account

Registration is required in order to use the service. Users must create a personal account and provide complete and correct information. Access to the service is via a personal login with an email address and password. Further security measures may be necessary for logging in.

4.2 Responsibilities of the user

The user is obliged to keep the access data safe and not to pass it on to third parties. Consequently, sharing a user account is not permitted. All activities that take place under a user account are the responsibility of the respective account holder. In the event of unauthorized access or suspected misuse, the provider must be informed immediately.

5. Rights of use and restrictions

5.1 Permitted use

The service may only be used for the intended purpose in accordance with the service description. Users are granted a non-exclusive, non-transferable right to use the service within the scope of the selected subscription.

5.2 Restrictions on use

It's prohibited to use the service for illegal purposes, to attempt unauthorized access to third-party accounts or to circumvent the security mechanisms. Furthermore, no content may be uploaded or processed that violates applicable law or the rights of third parties.

5.3 Abuse and sanctions

In the event of violations of these provisions, the provider reserves the right to block or cancel user accounts. In serious cases, legal action may be taken.

6. Terms of payment and termination

6.1 Subscription models

The service is used on a subscription basis. Various subscription models with different functionalities are available. Details of the current prices and services can be viewed on the provider's website.

6.2 Payment processing and due dates

Billing takes place monthly or annually, depending on the selected subscription. Payment is made in advance and can be made using payment methods accepted by the provider. The accepted methods are listed at <https://qkey.ch/faq-en>.

6.3 Cancellation and refunds

The subscription can be terminated at any time at the end of the current billing period, provided that the notice periods mentioned below are observed. Payments already made will not be refunded unless the provider grants an exception. Cancellation can be made via the user account. In the event of cancellation, the provider may convert the subscription to a free subscription.

The following cancellation periods apply:

- **Annual billing:** the parties agree on a minimum contract period of 12 months. Thereafter, the contract may be canceled by either party with 2 months' notice to the end of the 12-month billing period.
- **Monthly billing:** The parties agree on a minimum contract period of 1 month. Thereafter, the contract may be canceled by either party with 1 day's notice to the end of the 1-month billing period. This means that the contract can still be canceled on the day before the start of the new billing period.

6.4 Deletion of data

After termination, the subscriber has the right for a period of 3 months to continue to access the data generated by him and, if desired, to export or delete it from the system. It's no longer possible to edit the data. At the end of this 3-month period, access to the service can be closed by the provider and the data deleted.

7. Liability and warranty

7.1 Warranty

The provider endeavors to achieve the highest possible availability of the services and applies the care customary in the business to this end. However, their constant and uninterrupted availability is not guaranteed. The Provider shall provide the Cloud Service "as is" and "subject to availability".

7.2 Exclusion of liability

The Provider shall not be liable for damages caused by the use or unavailability of the service, unless these are due to gross negligence or intent. Liability for loss of profit, loss of data or indirect damage is excluded.

7.3 Limitation of liability

Insofar as liability cannot be excluded, it's limited to the amount of the subscription fees paid in the last 12 months.

8. Data protection and security

8.1 Data processing and disclosure

The provider undertakes to use the stored data exclusively for the provision of the service. It will not be passed on to third parties unless this is necessary for the fulfillment of the contract or required by law. In particular, no data will be passed on to SecuSuisse AG or SecuSuisse Holding AG, neither directly nor indirectly, not even for internal purposes or analyses.

8.2 Data protection provisions

The provider undertakes to comply with the provisions of the relevant data protection laws of Switzerland. Information on data protection can be found in the provider's separate data protection agreement, which can be accessed at <https://qkey.ch/privacy-policy>. The currently published privacy policy applies.

9. Other provisions

The provider is entitled to change these terms of use and the scope of use of the service at any time and will announce any changes.

- The user may not transfer any rights arising from this user relationship to third parties. The Provider is entitled to assign or transfer all rights and obligations arising from this user relationship to third parties. The user hereby agrees to any assignment or transfer.
- Should individual provisions of these Terms of Use prove to be invalid or void, this shall not result in the invalidity or voidness of the remaining provisions, but these shall be replaced by provisions that come closest to their economic purpose. The same applies in the event of a contractual loophole.
- Swiss law shall apply to the exclusion of international private law and the Vienna Sales Convention. If the user is a consumer and has his habitual residence in the EU, mandatory EU consumer law also applies.
- Subject to mandatory jurisdictions, all disputes arising from or in connection with these Terms of Use shall be settled at the registered office of the provider.
- All references to individuals are to be understood as gender-neutral.
- These terms of use are available in a printable format. They are available in different languages. In the event of deviations or contradictions, the german version shall prevail.