

VNC-SAAS-LEG-02 · Version 1.2 · Effective 15 October 2026

Subscription Terms

General terms for VNClagoon SaaS subscriptions concluded online

These Subscription Terms govern the use of **VNC**lagoon SaaS provided by VNC – Virtual Network Consult AG, Poststrasse 24, 6302 Zug, Switzerland ("VNC"). By completing the online signup, the Customer accepts these Terms, the Service Description, the Service Level Agreement, the Acceptable Use Policy, the Cancellation and Data Export Policy and the Data Processing Agreement (together the "Agreement").

1. Scope and business customers

- 1.1 **VNC**lagoon SaaS is offered exclusively to businesses, public bodies and other organisations acting in the course of their professional activity. By ordering, the person completing the signup confirms that they act on behalf of such an organisation and are authorised to bind it.
- 1.2 Consumers may not subscribe. If VNC learns that a subscription was concluded by a consumer, VNC may terminate it and refund any prepaid fees for the unused period.
- 1.3 The Customer's own terms do not apply, even if VNC does not expressly object to them.

2. Conclusion of the contract

- 2.1 The online signup constitutes the Customer's offer. The contract is concluded when VNC confirms payment and starts provisioning the tenant. VNC confirms the order by e-mail.
- 2.2 VNC may refuse an order without giving reasons, in particular where identity, payment or sanctions checks fail.
- 2.3 Order details, the version of these Terms accepted and the accepted Data Processing Agreement are recorded with the tenant and are available to the Customer in the admin console.

3. Service

- 3.1 VNC provides the service as described in the Service Description with the availability defined in the Service Level Agreement.
- 3.2 VNC may update the service, including security patches, new functions and user interface changes, at any time. Material reductions in scope are subject to clause 11.
- 3.3 VNC may suspend access in whole or in part where necessary to protect the service or other customers, where fees are overdue by more than 14 days after reminder, or where the Acceptable Use Policy is breached. VNC informs the Customer before or, where not possible, promptly after suspension and lifts it once the cause is removed.

4. Customer obligations

- 4.1 The Customer is responsible for its users, for keeping credentials confidential, for the lawfulness of Customer Data and for the configuration of its tenant, including retention, roles and integrations.
- 4.2 The Customer complies with the Acceptable Use Policy and ensures that its users do so.
- 4.3 The Customer maintains a valid billing contact and keeps company, VAT and payment details current.

5. Fees and payment

- 5.1 Fees are per seat per month, charged for the number of subscribed seats, in CHF for customers invoiced in Switzerland and in EUR for customers invoiced in the European Union. The applicable price list is the one published on the website at the time of order or seat change.
- 5.2 Billing cycles are annual or monthly. Annual subscriptions are invoiced in advance for twelve months. Monthly subscriptions are invoiced in advance each month at the monthly rates published in the price list.
- 5.3 Payment is made through the payment provider named in the Data Processing Agreement by card or SEPA direct debit. Payment is due on invoice. Provisioning starts only after the first payment has been confirmed.

- 5.4 All fees are exclusive of VAT and similar taxes. For customers in Switzerland, Swiss VAT is added. For business customers in the European Union with a valid VAT identification number, the reverse-charge mechanism applies; otherwise VAT of the Customer's country is added where VNC is obliged to collect it.
- 5.5 Seats may be added at any time and are charged pro rata for the remainder of the current billing period at the then-current list price. Seats may be reduced with effect from the next billing period; reductions below the minimum of 3 seats are not possible.
- 5.6 If payment fails, VNC notifies the billing contact and retries. If payment is not received within 14 days after the due date, VNC may suspend the tenant; if not received within 30 days, VNC may terminate the Agreement.
- 5.7 VNC may adjust list prices with at least 60 days' notice to the end of a billing period. Price adjustments do not apply to seats protected by the Launch Offer Terms.

6. Term and termination

- 6.1 The subscription starts on provisioning and runs for the billing period chosen. It renews automatically for the same period unless terminated in the admin console before the end of the current period.
- 6.2 Termination for convenience is possible at any time with effect to the end of the current billing period. Prepaid fees for the remainder of a period are not refunded, except under the money-back guarantee in clause 6.3.
- 6.3 Money-back guarantee: within 30 days after the first payment for a new tenant, the Customer may terminate the subscription with immediate effect and receive a full refund of the fees paid for that tenant. The guarantee applies once per organisation and to the first subscription only; it does not apply to seats added later, to add-ons or to credits. The refund is made to the original payment method within 14 days. The tenant is closed on termination and the export window of the Cancellation and Data Export Policy applies.
- 6.4 Either party may terminate for cause with immediate effect if the other party materially breaches the Agreement and fails to cure within 30 days of written notice, or where cure is impossible.
- 6.5 Consequences of termination, including the 10-day export window and deletion of Customer Data, are set out in the Cancellation and Data Export Policy.

7. Customer Data and intellectual property

- 7.1 Customer Data remains the property of the Customer. VNC processes Customer Data only to provide the service, as instructed in the Data Processing Agreement, and does not use it for any other purpose, including the training of machine-learning models.
- 7.2 VNC and its licensors retain all rights in the service and its software. Open-source components are licensed under their respective licences; a list is available on request.
- 7.3 The Customer grants VNC the rights necessary to host, display, transmit and back up Customer Data for the purpose of providing the service.

8. Data protection and security

- 8.1 The parties conclude the Data Processing Agreement, which forms part of this Agreement and takes precedence over these Terms for the processing of personal data.
- 8.2 VNC maintains the technical and organisational measures described in the Data Processing Agreement and provides the service from data centres certified to ISO 27001 and BSI C5 Type 2.

9. Warranty

- 9.1 VNC provides the service with the care customary in the industry and in accordance with the Service Level Agreement. Remedies for failures to meet the availability commitment are limited to the service credits defined there.
- 9.2 VNC does not warrant that the service is uninterrupted or error-free, or that it meets requirements not stated in the Service Description. Open-source components are provided as licensed.

10. Liability

- 10.1 VNC is liable without limitation for intent and gross negligence, for personal injury, and where liability cannot be limited under mandatory law.

- 10.2 In all other cases, VNC's total liability under the Agreement is limited per contract year to the fees paid by the Customer for the service in the twelve months preceding the event. Liability for indirect and consequential damage, loss of profit, loss of data to the extent caused by the Customer's failure to export or configure retention, and claims by third parties is excluded to the extent permitted by law.
- 10.3 The Customer indemnifies VNC against third-party claims arising from Customer Data or from the Customer's use of the service in breach of the Agreement.

11. Changes to the Agreement

- 11.1 VNC may amend these Terms, the Service Description, the Service Level Agreement and the policies with at least 30 days' notice by e-mail to the administrator and notice in the admin console.
- 11.2 If an amendment materially reduces the Customer's rights or the scope of the service, the Customer may terminate the Agreement with effect from the date the amendment takes effect and receives a pro-rata refund of prepaid fees for the period after that date. Continued use after the effective date constitutes acceptance.
- 11.3 Amendments required by law or for security reasons may take effect at shorter notice.

12. General

- 12.1 Notices to VNC are sent to info@vnc.biz. Notices to the Customer are sent to the administrator and billing e-mail addresses on record.
- 12.2 The Customer may not assign the Agreement without VNC's consent. VNC may assign it to an affiliate or a successor of its business.
- 12.3 Neither party is liable for failure caused by events beyond its reasonable control.
- 12.4 If a provision is invalid, the remainder of the Agreement stays in force; the invalid provision is replaced by a valid one that comes closest to its purpose.
- 12.5 This Agreement is governed by Swiss law, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods. Exclusive place of jurisdiction is Zug, Switzerland, subject to mandatory law.
- 12.6 This Agreement is concluded in English or German. In case of discrepancies, the German version prevails.

PART OF THE VNCLAGOON SAAS AGREEMENT

[Service Description](#) [Launch Offer Terms](#) [Cancellation and Data Export Policy](#) [Acceptable Use Policy](#)

[Data Processing Agreement](#) [Service Level Agreement](#) [Sub-processors](#)

