Zubisoft Subscription Terms

Version: March 2025, replacing all previous versions.

By accessing or using the Zubisoft Services (as defined below) Customer acknowledges that you ('you') have read, understood, and agreed to be bound by the following terms and conditions (collectively, the 'Terms', 'Customer Terms' or the 'Agreement').

The Zubisoft Services are provided by Zubisoft GmbH whose address is Dorfstr. 143, CH-8802 Kilchberg, Switzerland ('Zubisoft', 'we', 'us' or 'our').

These Subscription Terms form part and are an extension of the General Terms of Service for the use of Zubisoft products and services (the 'Zubisoft Terms of Services'.)

1. Definitions

"Customer" means the User, API Service Provider or 3rd Party that has entered in a business relationship with Zubisoft.

"Customer Data" means all data provided to Zubisoft via the use of Zubisoft Services by a Customer.

"Fee" means the regular payment required for use of the User or API Account, as set out in the relevant Plan (as defined below).

"Plan" means a range of criteria related to the use and functionality of the Zubisoft Services, and the offered Support, on which the Fee is based. The latest Plans are shown on the Zubisoft website (www.zubisoft.com) under the 'Fee', 'Pricing' or 'Plan' section. Zubisoft may update Plans from time to time but any related changes to the Fee will be notified to the Customer in advance.

"User" means a person, usually a surgeon, or in some circumstances a company, using Zubisoft Services subject to these Terms.

"User Account" means the primary means for accessing and using Zubisoft Services by a User, which is usually subject to registration and payment of a Fee.

"Zubisoft Services" means all Standalone Services (SaaS) and API Services Zubisoft offers to Customers, including training, support, data hosting and professional advice / consultancy.

2. Subscriptions

2.1 Fees

Zubisoft will provide the Zubisoft Services to you for the Fees described in the Plan. The subscription Plan is usually chosen during the registration process, or after the first login. Different rates apply to different Plans. A User may subscribe to more than one Plan. The applicable Fee is charged in advance, usually on monthly or annual payment intervals, unless agreed otherwise between the parties. Zubisoft may revise the Fees or Plans at any time. However, Zubisoft will provide you with at least 30 days' advance notice before

revisions become applicable to you (or a longer period of notice if this is required by applicable law).

All Fees are non-refundable. For example, refunds or credits will not be made for periods during which the User did not use the Account, or only used it for part of the time, downgraded to a cheaper or free Account or deactivated (terminated) or paused the Account during an ongoing payment interval. If, after signing up, the User elects to upgrade to a more expensive Plan, the unused portion of any prepaid Fee shall be applied to the Fee for the more expensive Plan.

2.2 Payment

The Plan can be purchased and renewed via online payments. Online credit card transactions are Zubisoft's preferred payment method and will be handled by payment service providers (e.g., Worldline, Mollie, Stripe, Clearhaus) with 3-D Secure processes (e.g., Verified by Visa, MasterCard Secure Code). Zubisoft will not store credit card details. Processing fees may apply. If required, Zubisoft will be compliant with the Payment Card Industry Data Security Standard (PCI DSS) for protecting credit card transactions.

2.3 Taxes (VAT)

The User is obliged to pay all taxes, fees and other charges imposed by any governmental authority, including any value added tax, goods and services tax, sales tax, and applicable indirect and transactional taxes ("Taxes") on the Zubisoft Services provided under these Terms. Generally, sales are seen as export business-to-business deals (B2B sales, reverse charge applies).

We will ask you for your company VAT number before or during the checkout process. Zubisoft will add VAT (Sales Tax, MWST) to the fees for sales within Switzerland, and to selected individual private sales (B2C sales with local VATs). Zubisoft's VAT number is CHE-106.842.908.

2.4 Auto-Renewal

The User agrees that its Plan will automatically renew on an annual or monthly basis, or any other interval agreed, depending on User's Plan (the 'Renewal Date'). For recurrent payments, a payment provider 'Alias' (Datatrans) or a subscription management software (e.g., Chargebee, Stripe, Billwerk) is used. Zubisoft does not store credit card details. User authorizes Zubisoft to automatically charge the User for the applicable Fees on or after the Renewal Date unless the Plan has been terminated, paused, cancelled, or downgraded to a free plan, in accordance with these Terms.

2.5 Cancel Plan

The User must cancel its Plan prior to the next Renewal Date to avoid be billed for the next period's Fees. The User may cancel its Plan anytime online by going into its User Account settings (self-serve Subscription Management) and following the instructions provided. If the User chooses to cancel the Plan, the User may continue to use the Zubisoft Service until the next Renewal Date but will not be issued a refund for the most recently (or any previously) charged Fees.

2.6 Changing Plan

Users have the right to change a Plan at any time by selecting a new Plan. Changing a Plan (e.g., downgrading) may result in the loss of features, functionality, credit, or capacity of the User Account, as well as the loss of User Data.

2.7 Free Trial
A User may be entitled to a time-limited free trial. Generally, the User is not required to provide any credit card information during the period of the trial. The User Account will be automatically deactivated when the trail period expires. To prevent deactivation or to reactivate the User Account, the User is required to select a suitable Plan and pay the relevant Fee. If the User does not pay the first Fee within the trial period (usually 1 or 2 weeks) as of the expiry of the free trial, Zubisoft has the right to permanently delete the User Account, including all User Data therein. In addition to the Plans, Zubisoft may offer special discounts and motivation schemes from time to time at its discretion.

2.8 Voucher
A Plan can also be activated or renewed by Voucher codes. Vouchers have an expiry date and are not refundable. Additional 'Voucher Terms and Conditions' may apply. Zubisoft does not act as partner or agent on behalf of the voucher provider and the voucher provider does not act as partner or agent on behalf of Zubisoft.

3. Termination of Terms
These Terms commence on the 'Date of Registration' and shall remain in effect until all Plans have expired or have been terminated. Users may terminate these Terms and close a User Account at any time. Upon expiration or termination of these Terms, all Subscriptions and any other rights granted to Users under such terminated Order Form will immediately terminate, and Users will immediately cease to use the Service.

4. Software and Data Ownership
Zubisoft and its licensors exclusively own all right, title, and interest in and to all intellectual property rights in the Service. Customer's use of the Service will not affect Zubisoft's ownership or license rights in the Service.
Customer will retain all right, title, and interest in and to all intellectual property rights in Customer Data. Customer grants to Zubisoft and its authorized third-party sub-processors a royalty-free, fully paid, non-exclusive, non-transferrable, worldwide, right to use, host, store, backup, transmit, and display Customer Data solely to (a) provide and support the Service and (b) improve the Service as long as neither Customer nor its End Users are publicly identified, and such data is used in a statistical or aggregated form.