

# General Terms and Conditions for Epiteera

**Version:** 29.05.2026

**Provider:** Kleeo GmbH, Thurgauerstrasse 105, 8152 Glattpark, Switzerland

**Product:** Epiteera

## 1 Scope

These General Terms and Conditions apply to the use of the SaaS solution Epiteera by business customers.

Epiteera is intended exclusively for companies, organisations, authorities, IT service providers, Managed Service Providers, consultants and other professional users with corresponding Microsoft licences. Use by consumers is excluded. The aforementioned users are hereinafter referred to as the **“Customer”**.

By registering, ordering, using, accepting an offer or accessing Epiteera, the Customer accepts these GTC.

Deviating terms and conditions of the Customer shall only apply if the Provider has expressly agreed to them in writing.

## 2 Provider

Epiteera is a product of:

**Kleeo GmbH**

hereinafter referred to as the **“Provider”**

Thurgauerstrasse 105

8152 Glattpark

Switzerland

Email: [info@kleeo.ch](mailto:info@kleeo.ch)

## 3 Service Description

Epiteera is a cloud-based SaaS solution for the automated analysis of the security configuration of Microsoft 365 environments.

The solution supports Customers in reviewing their Microsoft 365 security posture, identifying risks and receiving prioritised recommendations for action.

The scope of services includes, in particular, the review, identification of risks and provision of recommendations for action in the following areas:

- identities and access controls;
- device and endpoint protection;
- data and information protection;
- collaboration settings, in particular Teams, SharePoint and OneDrive;
- tenant overview, security assessments and recommendations;
- dashboards, reports, scores and prioritised findings.

The specific scope of services is determined by the selected plan, the offer or the individual agreement between the Provider and the Customer.

Epiteera does not provide legal, audit, certification, compliance or warranty advice. The results serve as a technical assessment and decision-making aid. Responsibility for implementation, operation, compliance and security of the Microsoft 365 environment remains with the Customer.

#### **4 Requirements for Use**

To use Epiteera, the Customer requires a supported Microsoft 365 environment as well as the required administrative rights or the consent of an authorised administrator.

The Customer is responsible for ensuring that:

- the use of Epiteera is permitted within its organisation;
- the required Microsoft permissions are properly granted;
- the persons acting are authorised to use and approve the service;
- the Microsoft 365 licences and technical requirements are met;
- internal, contractual, regulatory and data protection requirements are complied with.

Epiteera may not function, or may function only to a limited extent, if required Microsoft services, licences, interfaces, tenant settings or permissions are missing. The Provider shall not be liable for defects or restrictions resulting from missing or insufficient requirements on the Customer's side.

#### **5 Registration and User Account**

Use of Epiteera requires registration via a Microsoft 365 business account.

The Customer is responsible for ensuring that all user details are correct and that access is used only by authorised persons.

The Customer must securely manage access credentials, Microsoft accounts and other authentication means and must inform the Provider without delay if misuse or unauthorised access is suspected.

The Provider shall not be liable for misuse or unauthorised access unless such misuse or unauthorised access is attributable to the Provider.

#### **6 Microsoft Admin Consent and Data Access**

In order for Epiteera to perform an analysis, the Customer or an authorised administrator must grant the required Microsoft permissions.

Epiteera only accesses data that is necessary to provide Epiteera. According to the current service description under Section 3, Epiteera primarily reads configuration data from the Microsoft 365 environment. Contents of files, emails or other Customer documents are not read as part of the regular Health Check.

The Customer may revoke permissions granted to Epiteera at any time via Microsoft administration. Such revocation may result in Epiteera no longer being usable or only being usable to a limited extent.

#### **7 Use by MSPs**

If a Managed Service Provider uses Epiteera for customer tenants, it is responsible for ensuring that it has all required rights, powers of attorney and consents from its customers.

The MSP shall ensure that the use of Epiteera in relation to its end customers is lawful and that all data protection, contractual and regulatory requirements are complied with.

The Provider is not obliged to verify whether an MSP is sufficiently authorised in relation to its end customers.

#### **8 Plans, Prices and Billing**

Epiteera is offered in various plans, in particular for SMEs, MSPs and Enterprise Customers.

For SME Customers with the Essential or Business plans, ordering and payment are generally made online via Stripe by credit card.

For MSP and Enterprise Customers, ordering is generally based on an individual offer. In these cases, billing is by invoice and bank transfer, unless otherwise agreed.

Prices are determined by the selected plan, the ordering process, the website, the offer or the individual agreement.

Unless otherwise stated, all prices are exclusive of legally applicable taxes, duties and fees.

## **9 Payment**

For payments via Stripe, the specified payment method will be charged in accordance with the selected plan.

For payment by invoice, the invoice amount must be paid within the payment period stated on the invoice or in the offer.

In the event of late payment, the Provider may restrict or suspend access to Epiteera after giving 10 days' prior notice. The prior notice shall be given by email. The Customer's payment obligation remains unaffected.

The Provider shall not be liable for any damages or restrictions incurred by the Customer as a result of a justified suspension due to late payment.

The Customer is responsible for providing valid and up-to-date payment information.

## **10 Term, Renewal and Termination**

For payment via Stripe, the agreement begins on the day of payment or registration. For payment by invoice, the agreement begins upon receipt of payment by the Provider, unless otherwise agreed in the offer or agreement.

The term is determined by the selected plan, the ordering process or the individual agreement. For Customers paying via Stripe or credit card, the subscription may be terminated at any time. Termination becomes effective at the end of the current billing period, in the case of a monthly subscription at the end of the current month and in the case of an annual subscription at the end of the current year. Amounts already paid for the current period will not be refunded.

Termination may be made directly in the Stripe customer portal or by email to [info@kleeo.ch](mailto:info@kleeo.ch). If no termination occurs, the subscription automatically renews for a further period, i.e. for one month or one year, at the then applicable terms.

The right to extraordinary termination for good cause remains reserved for both parties.

If use by Enterprise Customers or Managed Service Providers is governed by contract, the deadlines set out in the respective agreement shall apply.

## **11 Trial Versions and Free Offers**

The Provider may in future provide trial versions, free Health Checks, pilot access or similar offers.

Unless otherwise agreed, such offers do not establish any entitlement to permanent use, specific functions, support, availability or data retention.

The Provider may change, restrict or terminate trial versions or free offers at any time, unless otherwise agreed in writing.

## **12 Permitted Use**

The Customer may use Epiteera only for its own business purposes or, in the case of MSPs, for authorised customer mandates.

In particular, the following is prohibited, whereby the list below is not exhaustive:

- use for unlawful purposes;
- attempting to circumvent security mechanisms;
- reverse engineering, decompilation or unauthorised analysis of the software;
- automated scraping or excessive load on the systems;
- resale, sublicensing or provision to third parties outside agreed MSP or partner use;

- use in a manner that infringes the rights of the Provider, Microsoft, customers or third parties;
- use in sanctioned countries or by sanctioned persons, to the extent prohibited by law;
- use for high-risk purposes where a software error could result in serious damage, unless expressly agreed in writing.

The Provider may suspend access if use violates these GTC, if a security risk exists, if legal obligations require this or if there is a substantial suspicion of misuse.

In any of the aforementioned cases, the Provider may terminate the agreement extraordinarily and without observing a notice period.

### **13 Support**

For MSP and Enterprise Customers, the Provider offers support by email during regular business hours.

Regular business hours are Monday to Friday from 09:00 to 17:00 Swiss time, excluding public holidays at the Provider's registered office.

For Essential and Business plans, there is no entitlement to specific response times, resolution times or guaranteed support, unless expressly agreed otherwise.

Binding service levels, response times or support packages only apply if expressly agreed in an offer, SLA or individual agreement.

### **14 Availability and Maintenance**

The Provider endeavours to ensure reliable availability of Epiteera.

Temporary restrictions may arise in particular due to:

- maintenance work;
- security updates;
- technical further developments;
- disruptions at third-party providers;
- outages or changes to Microsoft services;
- outages or restrictions of Azure;
- force majeure;
- technical problems outside the Provider's sphere of influence.

Unless a separate SLA has been agreed, the Provider does not owe any specific minimum availability, response time or resolution time.

The Provider shall not be liable for restrictions, outages or damages resulting from circumstances outside its sphere of influence.

Planned maintenance work, security updates and technical further developments will be announced to the Customer in advance where possible.

### **15 Changes to the Software**

The Provider may further develop, improve and adapt Epiteera to technical, legal, economic or security-related requirements.

Functions may be changed, supplemented or removed, provided that this does not unreasonably impair the essential contractual purpose.

Material changes that significantly impair use will be communicated to the Customer in an appropriate manner.

### **16 Third-Party Providers and Microsoft Services**

Epiteera integrates with Microsoft 365 services and may depend on interfaces, permissions, availability and changes to these services.

The Provider is in particular not responsible for:

- outages or changes to Microsoft services;
- changes to Microsoft APIs;
- missing or changed Microsoft licences;
- restrictions due to Microsoft policies;
- incorrect configurations in the Customer's Microsoft tenant;
- restrictions resulting from Admin Consent, permissions or tenant policies.

The Customer is solely responsible for compliance with the Microsoft contractual terms.

## **17 Data Protection and DPA**

The Provider processes personal data in accordance with its privacy policy.

When using Epiteera, in particular the following personal data may be processed:

- names of users;
- business email addresses;
- role, group and permission information;
- technical usage and log data;
- tenant, device and configuration information, insofar as it may be personal data.

To the extent that the Provider processes personal data on behalf of the Customer, the separate **Data Processing Agreement** shall additionally apply and form an integral part of the agreement.

The Customer remains responsible for the lawfulness of data processing in its Microsoft 365 environment.

## **18 Subprocessors**

The Provider uses subprocessors to provide Epiteera.

At the time of this version, these include in particular:

- Microsoft Azure for hosting and operation of the SaaS application in Switzerland;
- Stripe for credit card and payment processing for online payments.

The Provider may change or add subprocessors to the extent permitted under the Data Processing Agreement.

## **19 Data Security**

The Provider takes appropriate technical and organisational measures to protect the processed data. In all other respects, the privacy policy applies.

The Customer is responsible for:

- secure management of its Microsoft 365 environment;
- permission management;
- access controls;
- internal instructions to users;
- implementation of recommended security measures;
- its own backups, where required;
- review and assessment of the recommendations provided by Epiteera.

Epiteera does not replace a comprehensive security strategy, backup concept, monitoring solution, penetration testing, certification or legal or regulatory review.

## **20 Customer Data and Analysis Results**

All data provided by the Customer or read from its Microsoft 365 environment remains allocated to the Customer.

The Provider receives only those rights that are required to provide, operate, secure, maintain and further develop Epiteera and to provide support.

Analysis results, scores, findings and recommendations are provided to the Customer for internal business use.

The Provider may use anonymised or aggregated data, provided that no conclusions can be drawn about the Customer, its users or its Microsoft 365 environment.

## **21 Data Deletion after Contract End**

After the end of the agreement, the Customer may request deletion of its Customer data stored in Epiteera.

At the Customer's written request, the Provider will delete the relevant Customer data within 60 days after the end of the agreement, unless statutory retention obligations, legitimate evidentiary interests or technical security obligations prevent deletion.

Data in backups may continue to be stored until the expiry of regular backup cycles, but will not be actively processed unless this is necessary for restoration, security or compliance with legal obligations.

## **22 Intellectual Property Rights**

All rights to Epiteera, including software, user interface, know-how, trademarks, documentation, methodology, evaluation logic, dashboards and reports, remain with the Provider or its licensors.

For the term of the agreement, the Customer receives a non-exclusive, non-transferable and revocable right to use Epiteera in accordance with these GTC and the selected plan.

Feedback, improvement suggestions or ideas from the Customer may be used by the Provider free of charge to improve Epiteera, provided that no confidential information of the Customer is disclosed.

## **23 Warranty**

The Provider provides Epiteera with reasonable care as a SaaS solution for analysing Microsoft 365 configurations and for providing indications, assessments and recommendations.

The results serve as orientation and a decision-making aid. The Provider does not owe any specific security, compliance, audit, certification or configuration status and does not warrant that all risks, misconfigurations or security vulnerabilities will be identified.

The Customer remains responsible for reviewing the results, deciding on measures and implementing them.

In the event of comprehensibly reported technical defects in the SaaS solution, the Provider shall take appropriate measures within a reasonable period to remedy or work around the defect.

Further warranties are excluded to the extent permitted by law.

## **24 Liability**

The Provider shall be liable without limitation for damages caused by intent or gross negligence. In the case of slight negligence, the Provider shall only be liable to the extent such liability is mandatorily required by law or expressly agreed.

To the extent permitted by law, the Provider shall not be liable for breaches of duty by auxiliary persons or subcontractors.

To the extent permitted by law, liability for indirect damages, consequential damages, loss of profit, data loss, business interruption, reputational damage, lost savings and third-party claims is excluded.

Liability for personal injury, intent, gross negligence or mandatory statutory liability remains unaffected.

## **25 Indemnification**

The Customer shall indemnify the Provider against claims by third parties arising from the Customer:

- using Epiteera unlawfully;
- not having sufficient rights or consents for a Microsoft 365 tenant;
- violating data protection, contractual or confidentiality obligations;
- using Epiteera for tenants or end customers without sufficient authorisation;
- implementing recommendations or results from Epiteera incorrectly, incompletely or without its own review.

## **26 Confidentiality**

The parties shall treat as confidential all non-public information that they receive in the course of the contractual relationship.

This obligation does not apply to information that:

- is publicly known;
- was already lawfully known to the receiving party;
- was independently developed;
- was lawfully disclosed by a third party;
- must be disclosed due to statutory or official obligations.

The confidentiality obligations continue to apply after the end of the agreement.

## **27 Reference Use**

The Provider may use the Customer's name and logo as a reference only if the Customer has expressly consented to this.

## **28 Export Control and Sanctions**

The Customer may not use Epiteera if this violates applicable export control, sanctions or embargo regulations.

The Provider may refuse, restrict or terminate access if this is necessary to comply with statutory provisions.

However, the Provider is not obliged to comprehensively verify the Customer's compliance with applicable export control, sanctions or embargo regulations.

## **29 Changes to these GTC**

The Provider may amend these GTC unilaterally.

Customers will be informed of material changes in an appropriate manner.

If the Customer objects to a material change, the parties may terminate the agreement at the end of the current contractual period. If the Customer continues to use Epiteera after the amended GTC have entered into force, the changes shall be deemed accepted to the extent legally permissible.

## **30 Assignment**

The Customer may transfer rights and obligations under the agreement to a third party only with the Provider's prior written consent.

The Provider may transfer the agreement to an affiliated company or legal successor, in particular in the context of a restructuring, merger, acquisition or sale of the business area.

### **31 Severability Clause**

Should any provision of these GTC be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the original provision.

### **32 Applicable Law and Place of Jurisdiction**

These GTC are governed by substantive Swiss law, excluding conflict-of-law provisions and the UN Convention on Contracts for the International Sale of Goods.

The exclusive place of jurisdiction is, to the extent legally permissible, the registered office of the Provider.