

These General Terms and Conditions of Use (hereinafter the “GTCU”) govern the access to and use of the Cloud platform service (hereinafter the “Cloud”) made available by the companies of the PX Group SA (hereinafter “PX”) to its Customers and Partner companies (hereinafter the “Partner”) and used by a person authorised by the Partner (hereinafter the “User”). By accessing and using the Cloud, the User unreservedly accepts these GTCU.

Article 1 – Purpose

The Cloud grants the User temporary access to the documents made available to it exclusively by PX, the owner of the Cloud. The User may view and download the documents made available in the Cloud. Documents will be temporarily accessible for a period of time, after which they will be automatically deleted. The User must ensure that they save the documents before they are deleted. In the case of documents which, for legal purposes, must be retained for longer periods, the User will be asked to download said documents and archive these in line with the Partner’s policies. The Partner recognises that it is responsible for managing the documents made available via the Cloud.

Article 2 – Conditions of access and identification

2.1. The Partner designates the User, who must provide it with valid identification information: full name and email address. The Partner is responsible for managing access, including revoking access if a User leaves or changes role. PX recommends using a specific personal email address (e.g.: name.surname@company.ch) rather than a generic address (e.g.: info@company.ch), for improved access traceability and enhanced security.

2.2 Access to the Cloud is restricted to Users with a valid account who have accepted these GTCU.

2.3. Access to the Cloud is subject to activation of a multi-factor authentication solution (MFA) chosen by the User. By default, this authentication requires an MFA solution run on a mobile app such as Microsoft Authenticator or Google Authenticator, for example.

2.4. The User agrees to ensure that workstation security is applied. For security purposes, always use the latest version of your web browser and install the latest security updates available. We recommend that you activate automatic updates for your browser or check with your Partner’s IT department. Do not use an operating system that is no longer being provided with security updates by the manufacturer.

Article 3 – Obligations and liabilities of the User

3.1. The User is responsible for ensuring their login details remain confidential. The User must immediately inform the Partner and PX if these details are lost or stolen.

3.2. The User agrees to use Cloud for its intended purpose. The User may only access, modify or delete the data specifically intended for them, and must not do so for any other data. Any attempt at hacking or fraudulent use may result in the User’s access being immediately suspended. PX also reserves the right to take any applicable legal action against the User.

3.3. The User agrees to only download documents which they own or for which they hold all the necessary permissions.

3.4. The User remains liable for ensuring the confidentiality of the documents which they view or download from the Cloud, and must ensure that the documents do not contain incorrect information or inappropriate content. If in doubt, the User must immediately inform PX by emailing: pxprecinoxmp@pxgroup.com.

Article 4 – Availability of documents and use of the Cloud

4.1. Documents are made available online in the Cloud on the day after being sent (day + 1) at the latest. Documents remain accessible to the User for a maximum period of six (6) months, after which time they will be automatically deleted and will no longer be accessible. Once deleted, it is not possible to restore the documents.

4.2. The Cloud is not designed to be a permanent storage or archiving solution. The User is responsible for downloading and archiving the documents, depending on the specific requirements, before they are deleted.

Article 5 – Protection of personal data

5.1. As part of the use of the Cloud, PX collects certain personal data in line with its confidentiality policy. This data (the User's full name, email address and the fact that they are part of the Partner company) are only used for the purposes of managing the User's account and providing Cloud services.

5.2. This data is stored in Switzerland by a trusted external hosting service provider, subject to the legal requirements of the Federal Data Protection Act (LPD) and the GDPR for European Users. Personal data will only be shared with third parties if the User has given their express consent to this, unless required by law.

5.3. PX shall not be held liable in the event that data is lost, altered, or unavailable as a result of an incident at the trusted external service provider company. However, data hosting in Switzerland offers an appropriate level of data protection.

Article 6 – Maintenance and security

PX reserves the right to temporarily suspend access to the Cloud for the purposes of performing maintenance, updates, service improvements or for any other reason relating to the security or contents of the Cloud, in the interests of ensuring the smooth running of the Cloud. PX shall endeavour to notify the User in advance in the event of scheduled maintenance, but this may not be possible in an emergency. PX undertakes to restore access to the Cloud as soon as possible, within the limits of its technical and operational capabilities.

Article 7 – Revocation of access

7.1. The Partner is responsible for managing User access. The Partner may be held liable if this User access is mismanaged (a failure to revoke access, for example), except in the event of serious misconduct on the part of PX.

7.2. PX reserves the right to suspend or revoke a User's access to the Cloud, without prior notice, if it is known or suspected that the login details of said User have been disclosed to third parties.

7.3. PX may also suspend or revoke access to the Cloud for all Users of a Partner company, if it knows or assumes that said Partner no longer has a business relationship with PX.

Article 8 – Limitation of liability

8.1. Notwithstanding cases of gross negligence or wilful misconduct, PX and its administrators, employees or agents shall not be held liable in any way to any party for direct or indirect losses, costs, claims, expenses or damages of any kind, whether in contract or in tort, including negligence, arising in any way out of or in connection with the use of the Cloud, even if PX has been notified of the possibility of such damages.

8.2. PX's Cloud does not replace the Prezios digital app for the control of precious metals by the Federal Office for Customs and Border Security (FOCBS) nor does it replace any other legal obligation to transmit documents incumbent upon the Partner.

8.3. PX shall not be held liable for any loss of data caused by the User, such as a failure to save documents.

Article 9 – Intellectual property

All component parts of the Cloud (e.g. software, interfaces, contents) remain the sole property of PX. The User is granted a limited, non-exclusive, free and non-transferable licence to access the Cloud under the terms and conditions set out herein. Any reproduction, representation or unauthorised use is prohibited.

Article 10 – Amendment of the GTCU

PX reserves the right to amend these GTCU at any time. By accessing the Cloud, the User unreservedly accepts the GTCU in force at the time of login.

Article 11 – Jurisdiction and applicable law

These GTCU are governed by Swiss law. Any dispute shall be subject to the jurisdiction of the competent courts of PX headquarters in Switzerland.

Article 12 – Contact

For any questions relating to the Cloud or to these GTCU, or concerning creating, modifying or revoking access, the User may contact PX by emailing: pxprecinoxmp@pxgroup.com.