

## Service Description for Cryptshare.express

### 1. Introduction

**Disclaimer:** This document is the English version of the German Service Description and it is only intended as a courtesy to English-speaking readers. If there are any inconsistencies between this version of the Service Description and the original German version, then the German language version shall prevail.

Cryptshare.express is a SaaS (“Software-as-a-Service”) offer of Equinox GmbH\* for the secure and encrypted transfer of large files and messages. It is designed for commercial customers with up to 25 employees that have a business address in Germany.

Cryptshare.express is operated in a data processing (service) centre of Equinox GmbH, located in the Federal Republic of Germany. The operation of Cryptshare products is certified under the standards 27001 and 27002 of the International Organization for Standardization (ISO).

Sign up for Cryptshare.express is on a self-service portal at [www.cryptshare.express](http://www.cryptshare.express). During that process, a “Business Account” is created free of charge. Following sign up, a welcome e-mail is sent to the e-mail address that was used to set up the Business Account. Creating the account alone does not grant the user access to the Cryptshare server.

Once the Business Account has successfully been created, the customer can subscribe individual e-mail users by clicking the button “Add a new e-mail user” in user management. After successful pre-authorisation of the payment process, each e-mail address created on the subscription webpage is stored on the Cryptshare server. With their Business Account, a customer can subscribe up to 25 e-mail users to Cryptshare.express.

**In principle, only individual mailboxes may be provided for the creation of e-mail users. We only permit the use of collective mailboxes in exceptional cases if the customer confirms with his order that a maximum of two persons have access to the deposited collective mailbox. Collective mailboxes are, for example:**

billing@	customerservice@	faq@	help@
info@	kontakt@	jobs@	legal@
mail@	noreply@	no-reply@	postmaster@
reply@	root@	sales@	service@
support@	invoice@	contact@	

All e-mail users that are stored on the Cryptshare server can authenticate themselves with the stored e-mail address via the Cryptshare web application or Office 365 & Outlook, and they can use the Cryptshare server for sending as well as receiving e-mail.

The self-service portal offers all necessary options for managing a Business Account as well as new and existing e-mail users:

- Sign up form for creating a “Business Account” necessary for ordering and managing Cryptshare.express e-mail users

- Editing of the master data and the login for the Business Account
- Overview of all current subscriptions and their respective statuses
- Adding new Cryptshare.express e-mail users
- Changing the payment method and payment data
- Download of all the invoices and potential credits in pdf format
- Cancelling individual subscriptions
- Video tutorials for the Cryptshare web application and Cryptshare for Office 365 & Outlook
- Text templates for simplifying the internal introduction of Cryptshare.express
- Downloads of the installation programmes
- Links to accessing the available browser integrations

## 2. Services

As outlined in the terms of use provided in the system, Cryptshare.express enables customers and their internal and external communication partners to bidirectionally exchange confidential messages and files. The terms of use must be accepted by each user when sending data.

For providing and retrieving data, a web application and an integration into MS Outlook are available. After subscribing to the service, the customer receives information for setting up the access and the software.

Data is transferred by using TLS encryption between the Cryptshare.express service and the sending and receiving systems.

On the server, files are first scanned for malware. If unsuspecting, they are stored in encrypted form. For the encryption, one-time passwords are used that are created for each individual instance of communication. Due to the nature of the service (security by design), it is not possible for the Equinox GmbH\* to decrypt files without knowing the password determined by the sender. The password determined by the sender is neither saved nor transferred by the system.

Files that cannot be classified as unsuspecting beyond reproach are removed from the transfer and the sender is notified.

Messages and files provided on the Cryptshare.express system for transfer purposes are only stored temporarily. The sender is informed about the maximum retention period once the transfer is ready for download. After the retention period has expired, the data is purged and can no longer be retrieved by the recipient. After the data has been sent, the sender no longer has access to it.

The total file size per transfer is limited. This limit is indicated on the user interface when uploading the data.

The maximum amount of uploaded data per month for the sum of all incoming and outgoing transfers must not exceed 100 GB.

For the purpose of restoring the system in the event of a catastrophe, the entire system is backed up regularly. These backups are kept for a maximum of three days before they are purged. For users of the system there is no right to have uploaded data restored in the event of a breakdown or a data loss in Cryptshare.express, including during the time period mentioned above. Restoring data only serves to enable a swift resuming of operations of the Cryptshare.express service.

Equinox GmbH\* ensures that the provided software and the online service is operated on

suitable hardware (for the purpose of encrypted e-mail and data transfer), including amount and type of server, regular backups, supply of electrical power, air-conditioning, firewall, virus scans, and broadband internet connection.

In the event of significant changes in service for Cryptshare.express, we will notify our customers via e-mail before implementation.

### 3. Service level

#### 3.1 Availability

As a hosted software service, Cryptshare.express is designed for around the clock availability (24/7), subject to excluded events, particularly pertaining to maintenance. Customers will be notified of planned maintenance by notifications on the user sites in a timely fashion.

#### 3.2 Excluded events

Excluded events are:

- Breakdown caused by maintenance works or new versions
- Disruptions, breakdowns, or issues that can be traced back to the customer, their employees, or agents
- Breakdowns that have been caused by third parties (e.g. DDos attacks)
- Force majeure
- Breakdowns caused by carriers from Equinoxe GmbH, with the availability service level agreement with the carriers being 99% at the router output on average over the year.

#### 3.3 Hours of operation

Hours of operation are Monday through Sunday, 00:00 a.m. to 00:00 p.m. (24/7).

#### 3.4 Customer Support in case of disruption

Tickets can be opened 24/7 in German and in English. For doing so, there are the following options:

- Via e-mail to [support@cryptshare.express](mailto:support@cryptshare.express)

Events are processed according to their criticality:

- Critical events (disruptions): Processed Monday to Friday, 8:00 a.m. to 5:00 p.m. (CET)
- Non-critical events: Processed Monday to Friday 9:00 a.m. to 4:00 p.m. (CET)

Equinoxe GmbH\* reserves the right to downgrade criticality if the service is available to the extent as described and the customer is responsible for the cause of the disruption.

Critical events are disruptions that affect the availability of Cryptshare.express. All other disruptions are non-critical events.

- Response time: four hours for Monday to Friday, 8:00 a.m. to 5:00 p.m. (CET). If the response time exceeds 5:00 p.m., processing will be resumed on the following work day at 8:00 a.m.
- Resolution time: Best effort

## 4. Customer obligations

The customer assumes obligations that are necessary for duly delivering the service. These are in particular the following activities that the customer needs to deliver free of charge, in a timely fashion, and to the necessary extent:

### 4.1

The customer is obliged to save their data in a form that is suitable for restoring with feasible effort. There is not right to having data restored by Equinoxe GmbH\*.

### 4.2

The customer is obliged to protect their operating systems and other applications against misuse and keep them free of malware (e.g. by applying up-to-date security patches, using virus scanners, and appropriate configuration of the firewall).

### 4.3

The customer ensures that they do not send or provide contents for retrieval via Cryptshare.express if the provision, publishing, transfer, or use of those contents violates applicable law or third-party rights. This is particularly the case for defamatory contents, incitement to hatred, pornographic, or right-wing extremist contents as well as “malicious codes” or other malware. If the customer violates this provision, Equinoxe GmbH\* reserves the right to exclude the customer from using the service any further and to purge the contents of the customer from all Cryptshare.express systems immediately and without prior notice.

### 4.4

The customer is prohibited from using the service for sending unsolicited mass e-mails (SPAM).

### 4.5

The customer is solely responsible for checking if the data transferred to us by using Cryptshare.express constitute personal data and if processing this personal data is admissible. If the customer wants to have personal data processed, they will conclude a data processing agreement according to Equinoxe GmbH\* template, which Equinoxe GmbH\* will provide.

### 4.6

The customer agrees to written correspondence via e-mail and will ensure that a current e-mail address is always on file. The customer has been informed that essential information for delivering services, such as access information, information regarding changes in service, and legal terms are exclusively sent via e-mail.

### 4.7

The customer is obligated to use and support the troubleshooting process.

### 4.8

The customer must ensure that all data and/or documents provided by Cryptshare.express have been retrieved by the respective recipients before deleting their account. After deleting the account, retrieval of data is no longer possible. Once the account has been deleted, Equinoxe GmbH\* will irreversibly delete all other customer data that is relevant for record keeping in accordance with the law or respectively after the retention period under tax regulations has expired.

### 4.9

The customer is responsible for compliance with all legal regulations, laws, provisions, and industry-specific rules that are relevant and applicable in the context of using Cryptshare.express and ensures compliance thereof. This includes, but is not limited to,

compliance with confidentiality agreements, for example from employment. The customer assures that data relevant to secrecy are only transferred if effective consent has been obtained.

#### 4.10

The customer ensures that their use of Cryptshare.express does not pose any endangerment or interference of third parties or the infrastructure of Equinnox GmbH\* and its subcontractors. In case of such endangerment or interference (e.g. by a DDoS attack), Equinnox GmbH\* has the right to deactivate Cryptshare.express without prior notice to the customer until such endangerment or interference is resolved. Any downtime that results from this is not considered for the calculation of availability of Cryptshare.express.

### 5. Pricing and advertising

Creating a Business Account via our self-service portal is free of charge.

For every subscription and creation of an e-mail user within their Business Account, the customers can select between a one-time payment in advance for the entire service period of 12 months or 24 months alternatively.

The current prices are published in the Business Accounts as well as our websites and are independent from the actual extent to which the service is used.

Equinnox GmbH\* reserves the right to show advertising of any kind at the URL of the web application and in the e-mail notifications.

### 6. List of abbreviations

DOS	Denial of Service
DDOS	Distributed Denial of Service
ISO	International Organization for Standardization
CET	Central European Time
SaaS	Software-as-a-Service
TLS	Transport Layer Security

\* Before April 1st, 2023, Pointsharp GmbH was your business partner.