



Panop Terms and Conditions

Version 1.1 – 11 July 2026

1. Scope

These terms and conditions ("Terms") apply to the access to and the use of the security services including notably attack surface assessments, monitoring, scans, and related support and services (together the "Services"), available on <https://panop.io/> ("Website"), offered by Panop SA ("Panop SA, Chemin du Château 4B, 1023 Crissier"). To access or use the Services, you ("Customer") have to agree to these Terms. The Customer agrees to these Terms by validly ordering a Plan (as per the below definition) in accordance with these Terms. These Terms form a legally binding agreement ("Agreement") between Panop and the Customer. If the Customer does not agree to these Terms, the Customer may not use or access the Services. The Customer represents and warrants that they are not a person or entity barred from using the Services under the laws of Switzerland, their place of residence, or any other applicable jurisdiction. Accounts registered by bots or automated methods are not authorized and will be terminated.

2. Services

The Services are separated in different plans (each a "Plan") including different sets of features. A complete overview of the Services, Plans, and related Features, as well as pricing information and related information can be found on the Website. Some of the Services are provided in accordance with the Customer's instructions. Within the limit of the respective Plan, the Customer may notably add systems to be assessed by Panop (each a "Zone") as well as sub-systems for each Zone (each an "Asset"). The Services include access to a personal cockpit ("Cockpit") via which the Customer may manage their account and add Zones as well as Assets. References to the Services include the Cockpit. Panop shall provide the Services to the Customer in the then-current version and according to the selected Plan and these Terms. Support is provided to the extent included in the respective Plan. Optional support is subject to additional fees, as agreed by the Parties.

3. Access to the Services

The Plans listed on the Website does not constitute a legally binding offer by Panop, but an invitation for the Customer to submit an order for a Plan ("Order"). When placing an Order via the means available on the Website, the Customer make a binding offer to Panop for the related Plan. Panop may at its own discretion decide to accept the Order or not. Upon acceptance of the Order by Panop, Panop sends an onboarding email to the Customer summarizing the scope of the Plan ("Onboarding") and confirming the Customer's Order. To gain full access to the Services, the Customer shall fulfil any action and/or provide any information requested by Panop in the Onboarding and register and create an account on the Website. The Customer shall provide accurate, current, and complete information during registration and keep their account information

up-to-date. Accounts registered by bots or automated methods are not authorized and will be terminated. The Customer is responsible for maintaining the confidentiality and security of their account credentials and may not disclose their credentials to any third party. The Customer is responsible and liable for activities conducted through their account and must immediately notify Panop if there is any suspicion that their credentials have been lost, stolen, or their account is otherwise compromised.

4. Payment

The Services are subject to the payment of subscriptions fees ("Plan Fees"). The Plan Fees for each respective Plans are made available on the Website. The Customer shall pay the Plans Fees in advance on a yearly basis via the payment methods made available by Panop and according to the following timelines: • For yearly Plan: upon Onboarding • For multiple years Plan: the first year of the subscription upon Onboarding, and the subsequent years by the last day of the previous year. The Parties may agree on other payment terms, which then supersede these standard payment terms. Late payments result in an interest rate of 5% p.a. If not explicitly stated otherwise, all Plan Fees are in CHF and excluding VAT and other applicable taxes. Panop may change the Plan Fees from time to time. Any price changes will apply to a respective Customer from the next subscription period. Panop reserves the right to limit or suspend access to the Services, delete any or all of the Customer's accounts or terminate the Agreement with immediate effect in case the Customer does not pay the applicable Plan Fees as agreed between the Parties or based upon Panop's reasonable determination of the occurrence or potential for the occurrence of illegal, unlawful or fraudulent use of the Services by the Customer. In case of a suspension, the Customer remains liable for all charges and fees incurred during the suspension period. Any right to set off, retain, deduct, counterclaim and/or withhold any payments due under the Agreement vis-à-vis Panop is hereby expressly waived and excluded.

Except where prohibited by law, all Plan Fees are non-refundable.

5. Rights & Obligations of Panop

Panop will provide the Customer with the Services as agreed in the Agreement. Panop:

- makes the Services available to the Customer and uses reasonable care and skill in the performance of the Services and in keeping the Services free from viruses and other malicious software programs.

- regularly carries out maintenance or improvements to the Services and its infrastructure, but does not guarantee that the Services will function without any interruption or disruption. The Customer acknowledges that this may result in temporary delays and interruption from time to time. Where reasonably possible, Panop will inform the Customer about potential interruptions in advance.

- may subcontract third parties for all its obligations under these Terms at its own expenses. is liable to the Customer for its subcontractors and ensures that subcontractors are bound to appropriate confidentiality and data protection obligations.

- is permitted and possibly required by law to suspend access to the Services or the Customer's account based upon reasonable determination of the occurrence or potential for occurrence of illegal or wrongful activity, fraudulent use or attempted fraudulent activity. In case of a suspension, the Customer remains liable for all charges and fees incurred during the suspension period.

Panop may amend the Terms, including the Plans Fees listed on the Website, from time to time at its sole discretion by publishing an updated version of the Terms on the Website. Where possible, Panop will electronically notify the Customer of any material changes to the Terms. The Customer should check the Terms regularly and only use the Services upon acceptance of the changes to the Terms. The Customer's continued use of the Services following any amendments indicates acceptance of the changes to the Terms. Panop constantly develops and improves its Services and may modify or either temporarily or permanently stop providing the offered Services or any part of it at its sole discretion. In case of material changes to the Services, i.e., changes significantly altering the nature and scope of the Services provided to the Customer according to the Agreement, Panop will notify the Customers that are directly affected by such changes within 30 days from such change, and where reasonably possible. Panop reserves a right to ask the Customer to provide feedback through forms, questionnaires, and polls in order to improve their Services ("Feedback"). Panop may use, or not use, any such Feedback, without any obligation, whether financial or otherwise, to the Customer. The Customer assigns all rights (including but not limited to intellectual property rights), title, and interest in the Feedback to Panop and acknowledges it has no claim in relation to the Feedback.

6. Rights & Obligations of Customer

The Customer agrees to use the Services in compliance with the Agreement and all legal and moral obligations applicable in the territory where they are located. The Customer is obliged to cooperate in the performance of this Agreement to the necessary extent free of charge. The Customer is obliged to provide Panop with all necessary information, documents, materials, access, software, data, as well as competent staff, and anything else reasonably required for the provision of Services. Furthermore, the Customer is obliged to inform Panop immediately if errors or faults occur and to support Panop in the analysis and, if necessary, in the elimination of errors and faults to the extent required. If the provision of Services under this Agreement is delayed due to the Customer's failure to comply with their duty to cooperate or due to other circumstances for which the Customer is responsible, the Customer shall bear the disadvantages and additional costs incurred. The Customer must immediately inform Panop of all circumstances within its sphere that might endanger or may be relevant to the providing the Services and all misuses or suspicions of misuse of the Services. When adding a Zone and/or an Asset in the Cockpit, the Customer shall either:

- Certify that the Customer is the owner of the Zone and/or Asset by adding the relevant DNS validation token ; or

- Confirm that the Customer obtained the approval from the owner of such Zone and/or Asset to list this Zone and/or Asset as a target of the Services in the Cockpit and to mandate Panop to provide the Services in relationship to this Zone and/or Asset ("Target Mandate").

Upon request of Panop, the Customer shall provide Panop with the Target Mandate without undue delay from Panop's request. Until the provision of the Target Mandate, Panop may limit and/or stop the provision of the Services related to the relevant Zone and/or Asset. The Customer may not:

- circumvent or attempt to circumvent any security protection of the Services;
- use the Services in unlawful or fraudulent ways or for any unlawful or fraudulent purpose or effect;

access the Services via any automated system or take any action that may impose an unreasonable load on Panop's infrastructure;

bypass the measures that Panop may use to prevent or restrict access to or use of the Services. The Customer agrees it will not, unless with Panop's prior written permission:

try to decompile or reverse engineer the Services or any part of it, or derive the source code;

copy, modify, distribute, reproduce, translate, disassemble or use in any other way any information, text, graphics, images, software obtained from the Services, or any other part of the Services;

create derivative works based on the whole or any part of the Services or any content available on the Services. The Customer may not sell, sublicense, allow access or make the Services or any part of it otherwise available to third-parties.

7. Term & Termination

The Agreement between the parties remains in full force and effect for the duration of the subscription period as per the applicable Plan ("Plan Period"). The Agreement will automatically renew for subsequent periods of the length of the Plan Period unless the Agreement is terminated. Either party may terminate the Agreement at any time with immediate effect if the other party is in material breach of the Agreement. This includes in particular Customer's failure to pay on time. In all other cases, either party may terminate towards the end of each Plan Period by notifying the other party in text form at least 30 days before the end of such Plan Period. Termination does not affect any rights, obligations, or liabilities of either party that have accrued before or are intended to stay effective beyond termination.

8. Intellectual Property

Each party retains all rights, titles, and interests to its own intellectual property, including all copyrights, inventions, trademarks, designs, domain names, know-how, trade secrets, data and other intangible property rights ("Intellectual Property Rights"). All Intellectual Property Rights in the Services or any part of it remain vested in Panop. Panop grants the Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Services in accordance with the Agreement. Any other use of the Services, including, without limitation, copying, distributing, displaying, reproducing, creating derivative works from, or commercialization of the available content or any part of it, is strictly prohibited without Panop's prior written consent. Systematic retrieval of content from the Services or the Website for any purpose without the prior written permission of Panop is strictly prohibited.

9. Confidentiality

The parties may disclose to each other confidential information ("Confidential Information"). Confidential Information includes, without limitation, any information which is marked as confidential such as organization information, customer databases, functionalities and features of the Services, or information which has otherwise been indicated as being confidential or could reasonably be deemed confidential and attributable to the Customer or Panop. Publicly available or accessible information, information lawfully and unrestrictedly received or independently developed by the receiving party, is not considered confidential. Each party undertakes to protect all confidential information that becomes accessible or known based on the Terms. This confidentiality obligation remains in force even after the termination of the Agreement. Panop and

the Customer may further define their duties regarding confidentiality in a non-disclosure agreement, in which case the provisions of the non-disclosure agreement prevail.

10. Privacy

Panop collects and processes personal data as described in its Privacy Policy available at [Privacy Policy](#). In such cases, Panop acts as the controller. Panop protects the collected personal data by means of appropriate technical and organizational measures and in accordance with the data protection legislation applicable in Switzerland and the European Union. For the provision of the Services, Panop may process personal data from the Customer on its behalf. In such cases, Panop acts as the processor and processes the personal data of Customer (data controller within the meaning of the FADP) exclusively in accordance with Customer's instructions and insofar as this is necessary for the performance of these Terms. Panop implements appropriate technical and organizational measures to guarantee the security of personal data. Panop has the general authorization to engage further subcontractors in connection with these Terms, in accordance with the FADP. At the request of Customer, Panop will provide a list of subcontractors. Panop undertakes to report any personal data security breaches to Customer as soon as reasonably possible, but at the latest within 48 hours of the security breach in question. The Customer shall inform Panop of any need to enter into a DPA with regard to the personal data processed by Panop on its behalf for the provision of the Services, any DPA signed by the parties is reserved. The Customer authorizes Panop to use, process, and store relevant data for the performance of the Agreement and to use anonymized data to improve its services or for analysis purposes.

11. Liability & Indemnity

Panop is fully liable to the Customer for damages resulting from Panop's , gross negligence or wilful misconduct. In all other cases, Panop's liability under the Agreement is excluded to the maximum extent permitted under applicable law. Neither party may recover from the other party, regardless of the legal reason, any amount with respect to loss of profit, data, or goodwill, or any consequential, incidental, indirect, punitive, or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Panop will not be held liable for inaccuracy or incompleteness of the Services, or the incompatibility of the Services with any specific objectives that the Customer is hoping to achieve. The Customer agrees to indemnify, and hold Panop harmless from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (i) breach of this Agreement or any legal regulation by the Customer, its employees or other persons acting on behalf of the Customer; (ii) any breach of Customer's representations and warranties set forth in the Agreement; (iii) Customer's violation of the rights of a third party.

12. Warranties & Representations

The Customer acknowledges that the Services are provided "as is" and "as available", and Panop makes no warranties or representations of any kind related to the Services or the information and materials contained thereon. Any policies provided by Panop as part of the Services do not constitute legal or other advice. Panop makes the Services available to the Customer and uses reasonable care and skill in the performance of the Services. Panop does not guarantee that the Services are error-free and will function without any interruption or disruption. Panop may at its own discretion carry out maintenance or improvements to the Services and its infrastructure, and

the Customer acknowledges that this may result in temporary delays and interruptions from time to time. Where reasonably possible, Panop will inform the Customer about potential interruptions in advance. Any further warranty is excluded. For each Zone and/or Asset added in the Cockpit during the Plan Period, the Customer hereby represents and warrants, as applicable, that

The Customer is the owner of such Zone and/or Asset and that the DNS validation token added in the Cockpit is accurate; or

The Customer obtained the relevant Target Mandate.

13. Marketing

Each party is entitled to use the other party's name, logo, and a brief description of the services provided for advertising purposes on the party's website and other marketing or investment materials. Any other use requires the prior consent of the other party.

14. Miscellaneous

Entire Agreement: The Agreement constitutes the entire agreement between Panop and the Customer, and supersedes all prior agreements, between the parties relating to the subject matter of the Agreement. Any deviation from the Terms not anticipated by the Terms requires an explicit reference to the altered clause of the Terms. General terms and conditions of the Customer are excluded unless they have been expressly accepted by Panop. Notices: Notices must be given in writing, including e-mail, and need to be communicated:

To Panop's attention: via email to: [e-mail address];

To Customer's attention: by publishing on the Website, the Services or where agreed between the Parties via email to the last e-mail address provided for this purpose by the Customer. It is the Customer's responsibility to keep provided contact information current.

No Assignment: The Customer may not assign any of its rights, obligations, or claims under the Agreement without the previous consent of Panop. Severability: If any provision of the Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions will remain in full force and effect. Governing Law & Jurisdiction: These Terms, and all claims or causes of action that may be based upon, arise out of or relate to these Terms shall be governed by and construed in accordance with the substantive laws of Switzerland, excluding its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The ordinary court at the seat of Panop has exclusive jurisdiction for all disputes arising from or in connection with the Terms. Links: The Services may contain third-party content or links to third-party websites. Panop does not assume any responsibility for and does not make any warranties or representations as to any third-party content or websites, including but not limited to the accuracy, subject matter, quality, or timeliness

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