

Changes to the TAPR Terms of Service and Privacy Policy, and our new Data Processing Agreement

Grynn GmbH, Beringen, Switzerland · Published 7 October 2026 · **New customers: from 7 October 2026** · **Existing customers: from 26 October 2026**

This document shows every change between the current versions (last updated 5 October 2026, effective 20 October 2026) and the new versions, followed by the full text of our new Data Processing Agreement (DPA). The new versions apply to customers who sign up from 7 October 2026, and to existing customers from 26 October 2026. If you do not agree, you may end your subscription before 26 October 2026 and receive a pro-rata refund of prepaid fees.

How to read it: ~~struck through red text~~ is removed, underlined blue text is added, and changed paragraphs are shaded.

Summary of changes

Data Processing Agreement (new)

- Sets out how we process personal data on your behalf: our obligations, breach notice within 48 hours, sub-processors and 30 days' notice of changes, deletion 180 days after the end of the contract, audits and international transfers. It forms part of the Terms of Service. Full text at tapr.ch/legal/dpa and at the end of this document.

Terms of Service

- New: our Data Processing Agreement (tapr.ch/legal/dpa) forms part of these Terms wherever we process personal data on your behalf (Section 8).
- Section 8: we notify you of a personal data breach within 48 hours, as set out in the Data Processing Agreement.
- All subscriptions are month to month unless a longer term is separately agreed in writing and paid for (highlighted at the top, Sections 4.2 and 12.1).
- Section 18: changes to these Terms now take effect when we publish them. If you do not agree, you may end your subscription within 30 days of our notice, with a pro-rata refund of prepaid fees, and the previous Terms apply to you until it ends. This replaces the 14 days' advance notice.

Privacy Policy

- Section 6.1 now has two lists: sub-processors of customer data (the same list as Annex A of our Data Processing Agreement) and providers for this Website.
- Section 6.1 adds Microsoft 365 for support correspondence, and states the access condition for Grynn Advanced Pvt. Ltd. (India).
- New link to our Data Processing Agreement (tapr.ch/legal/dpa).
- Section 12: changes to this policy now take effect when we publish them; customers who do not agree may end their subscription within 30 days of our notice (Terms of Service, Section 18). This replaces the 14 days' advance notice.

Questions about these changes: contact@grynn.ch

Terms of Service

Last updated: ~~5~~ 7 October 2026 · ~~Effective from: 20~~ [New customers: from 7](#) October 2026 · [Existing customers: from 26 October 2026](#)

These Terms of Service ("Terms" or "Agreement") govern your use of the TAPR AI platform at <https://www.tapr.ch> and <https://cloud.tapr.ch>, operated by Gryn GmbH ("TAPR AI", "we", "us", or "our"), a company registered in Beringen, Canton of Schaffhausen, Switzerland.

By creating an account, accessing, or using our Services, you ("Customer", "you", or "your") agree to be bound by these Terms. Additional policies, including our Privacy Policy and Cookie Policy, are incorporated by reference.

[All subscriptions are month to month.](#)

[You can cancel at any time; cancellation takes effect at the end of the current month. A longer term applies only if it is separately agreed in writing and paid for. See Sections 4.2 and 12.](#)

1. Services

TAPR AI provides a Peppol e-invoicing platform with AI-powered accounts payable (AP) automation, including:

- Sending and receiving e-invoices via the Peppol network
- AI-powered OCR and invoice data extraction (optional; see Section 6)
- Automated approval workflows
- ERP integrations (bidirectional sync)
- Invoice matching and exception handling
- Vendor portal and expense management

2. Account Registration

You must provide accurate and complete information when creating an account. You are responsible for maintaining the confidentiality of your credentials and for all activity under your account. You must notify us immediately of any unauthorised use.

KYC Verification

Access to the Peppol network requires Know Your Customer (KYC) verification. A one-time KYC fee may apply as stated on our pricing page. We reserve the right to suspend Peppol access if KYC verification cannot be completed or maintained.

3. Acceptable Use

You agree not to:

- Use the Services for any unlawful purpose or in violation of any applicable law or regulation.
- Upload, transmit, or process content that is infringing, defamatory, obscene, or harmful.
- Interfere with or disrupt the Services, servers, or connected networks.
- Attempt to gain unauthorised access to any part of the Services.
- Use the Services to send fraudulent invoices or misrepresent business transactions.
- Circumvent usage limits or abuse the platform's resources.

We may suspend or terminate access immediately for violations of this section.

4. Pricing and Payment

4.1 Fees

Fees are charged according to the plan selected on our pricing page. All prices are in Euros (EUR) and exclude applicable taxes unless stated otherwise.

4.2 Billing

~~Subscription fees~~ Subscriptions run month to month and are billed monthly in ~~advance.~~ advance, unless a longer term is separately agreed in writing and paid for. Usage-based charges (e.g., additional message credits) are billed in arrears. You authorise us to charge your designated payment method for all fees due.

4.3 Taxes

You are responsible for all applicable taxes, duties, and levies. We will add VAT where required by law.

4.4 Late Payment

Overdue payments may result in suspension of Services. We reserve the right to charge interest on late payments at 5% per annum above the Swiss National Bank base rate.

4.5 Refunds

Prepaid fees are non-refundable except where required by applicable law or as expressly stated in these Terms.

5. Invoice Data Retention and Backup

Unless explicitly agreed in writing, TAPR AI has no obligation to back up incoming or outgoing invoices or any other Customer data processed through the Services.

The responsibility for backing up invoice data lies solely with the Customer. You are responsible for maintaining your own copies of all invoices and related documents transmitted or received through the platform.

The retention period for invoices and related financial documents is governed by the laws and regulations of the country in which you are incorporated or resident. It is your responsibility to ensure compliance with applicable retention requirements, including but not limited to tax, commercial, and e-invoicing regulations in your jurisdiction.

TAPR AI may, at its sole discretion, offer backup or archival services as a separate, paid add-on. Any such services will be governed by a separate written agreement.

6. AI-Powered OCR and Data Extraction

6.1 Optional

AI-powered Optical Character Recognition (OCR) and data extraction is an optional feature. Structured e-invoices received through the Peppol network do not need it. We send a document to an AI provider only when you, or a user in your account, submit it for AI-powered OCR.

6.2 Who processes your documents

By using AI-powered OCR, you agree that the documents you submit are processed by either:

- An AI provider we contract with, acting as our sub-processor: Anthropic PBC, OpenAI, L.L.C. or Google LLC, all in the United States, as listed in our Privacy Policy (Section 6.1). We may use any of them; or
- An AI provider you connect with your own account and API key ("Bring Your Own Key"). That provider processes your documents under your own agreement with it. Grynn GmbH is not a party to that agreement. You are responsible for it, including its data processing terms, international transfers, retention and costs.

Your subscription determines which of these is available, as shown on our pricing page. You may change your subscription, or connect or disconnect your own provider, at any time.

6.3 What is sent

We send the whole document (PDF or image) with everything it contains: for example supplier names, addresses, bank details, VAT numbers, amounts, line items and any personal data in it. We do not remove or mask any of it before sending.

6.4 Risks you accept

AI providers may process documents outside the EEA and Switzerland, for example in the United States. There, the data may be subject to local law, including access by public authorities. Providers may keep the data for a limited period under their own terms, for example for abuse monitoring. For providers we contract with, we use the safeguards described in our Privacy Policy (Section 10).

6.5 Your choice

You decide whether to use AI-powered OCR and which documents to submit. If you do not want a document processed by an AI provider, do not submit it for AI-powered OCR.

6.6 No guarantee of accuracy

AI-powered OCR results are provided on a best-effort basis. We do not guarantee that extracted data will be error-free. You are responsible for reviewing and verifying the output before relying on it for accounting, tax or compliance purposes.

7. Customer Responsibilities

- Data accuracy: You are responsible for the accuracy and completeness of data you submit, including invoice contents, ERP configurations, and business details.
- Compliance: You must ensure your use of the Services complies with all applicable laws, including e-invoicing mandates, tax regulations, and data protection laws in your jurisdiction.
- Security: You must maintain the security of your account credentials and promptly report any security incidents.
- Backups: You are responsible for maintaining backups of your data as set forth in Section 5.

8. Data Privacy and Security

For the purposes of applicable data protection laws, you are the Data Controller and we act as the Data Processor for Customer data processed through our Services.

- We access Customer data only as necessary to provide the Services or as authorised by you.
- All Customer data remains your property.
- We will not sell, share, or disclose Customer data to third parties except as required to provide the Services or as required by law.
- We implement the security measures described on our Security page. Customer data is hosted on Hetzner servers in Finland (EEA). AI-powered OCR is processed as described in Section 6, and our other sub-processors are listed in our Privacy Policy.

• [Where we process personal data on your behalf, our Data Processing Agreement applies and forms part of these Terms.](#)

• In the event of a ~~data breach~~, [breach affecting your personal data](#), we will notify you ~~promptly~~, [within 48 hours, as set out in the Data Processing Agreement](#).

For full details, see our Privacy Policy.

9. Intellectual Property

All rights, title, and interest in the Services, including software, trademarks, and documentation, remain with Gryn GmbH. These Terms do not grant you any intellectual property rights in the Services beyond the limited right to use them as provided herein.

You retain all rights to your data. By using the Services, you grant us a limited licence to process your data solely for the purpose of providing the Services.

10. Scope of Support

10.1 Included

- Platform availability and infrastructure issues
- Peppol connectivity and e-invoice delivery/receipt
- ERP integration support for supported connectors
- Bug fixes and defect resolution
- Email support (all plans) and support portal access (Growth and above)

10.2 Not Included

- Custom development or feature requests
- Implementation, configuration, or training services
- Third-party application support
- Issues arising from Customer modifications or misuse

Out-of-scope services may be available at additional cost.

11. Service Availability

We aim for 99.9% uptime but do not guarantee uninterrupted access. Services may be temporarily unavailable for maintenance, updates, or circumstances beyond our control. We will endeavour to provide advance notice of planned maintenance.

12. Term and Termination

12.1 Term

These Terms are effective from the date you create an account and continue for as long as you use the Services. [Subscriptions run month to month and renew each month until cancelled, unless a longer term is separately agreed in writing and paid for. You may cancel at any time \(Section 12.2\).](#)

12.2 Termination by You

You may terminate at any time by cancelling your subscription through your account settings. Cancellation takes effect at the end of the current billing period.

12.3 Termination by Us

We may terminate or suspend your account:

- Immediately, for violation of these Terms or non-payment.
- With 30 days' notice, for any other reason.

12.4 Effect of Termination

Upon termination, your access to the Services will cease. We will retain your data for 180 days, during which you may export it. After this period, we may delete your data without further notice. You remain responsible for maintaining your own backups as set forth in Section 5.

13. Warranty Disclaimer

The Services are provided "as is" and "as available". To the maximum extent permitted by law, we disclaim all warranties, whether express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

We do not warrant that the Services will be uninterrupted, error-free, or secure, or that defects will be corrected. We do not guarantee the accuracy, completeness, or reliability of any data processed through the Services, including OCR results and AI-generated data.

14. Limitation of Liability

To the fullest extent permitted by law, Grynn GmbH and its directors, officers, employees, and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, business, or goodwill, arising from or related to your use of the Services.

Our total aggregate liability for all claims arising under these Terms shall not exceed the total fees paid by you during the twelve (12) months preceding the event giving rise to the claim.

15. Indemnification

You agree to indemnify and hold harmless Grynn GmbH from any claims, damages, losses, or expenses (including reasonable legal fees) arising from:

- Your breach of these Terms.
- Your violation of any applicable law.
- Your use of the Services beyond the permitted scope.
- Inaccurate or fraudulent data submitted through the Services.

16. Confidentiality

Each party agrees to keep confidential all non-public information disclosed by the other party in connection with these Terms. Confidential information may only be used for the purposes of this Agreement and may not be disclosed to third parties except as required by law, with prior notice where legally permissible.

17. Force Majeure

Neither party shall be liable for delays or failures caused by events beyond its reasonable control, including natural disasters, acts of government, war, epidemics, strikes, utility outages, cyberattacks, or failures of third-party services (including the Peppol network).

18. Modifications

We may amend these Terms. We will tell you about material changes by email or by a notice on our Website, and they take effect when we publish them. If you do not agree to a change, you may end your subscription within 30 days of our notice; we will refund prepaid fees for the remaining period pro rata, and the previous Terms continue to apply to you until your subscription ends. Continued use of the Services after those 30 days means you accept the changed Terms. Changes to our sub-processors follow the notice period in our Data Processing Agreement.

~~We may amend these Terms from time to time. Material changes will be communicated via email or a notice on our Website at least 14 days before taking effect. Continued use of the Services after the effective date constitutes acceptance of the revised Terms.~~

19. Governing Law and Jurisdiction

These Terms are governed by the laws of Switzerland. Any disputes arising from or in connection with these Terms shall be submitted to the exclusive jurisdiction of the courts of Schaffhausen, Switzerland.

20. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21. Entire Agreement

These Terms, together with the Privacy Policy and Cookie Policy, constitute the entire agreement between you and Grynn GmbH regarding the Services and supersede all prior agreements.

22. Contact

Questions about these Terms may be directed to:

Privacy Policy

Last updated: ~~5~~ 7 October 2026 · ~~Effective from: 20~~ New customers: from 7 October 2026 · Existing customers: from 26 October 2026

1. Introduction

This privacy policy describes how Grynn GmbH ("TAPR AI", "we", "us", or "our") collects, stores, uses, shares, and processes personal information on <https://www.tapr.ch>, <https://cloud.tapr.ch>, and their subdomains (collectively, the "Website").

Grynn GmbH is a company registered in Beringen, Canton of Schaffhausen, Switzerland. We encourage you to read this policy alongside our Terms of Service and Cookie Policy.

2. Scope

This policy applies to personal data collected through our Website and Services. It does not cover anonymised or aggregated data, nor does it govern third-party websites, applications, or services linked from our Website. Third-party data collection is subject to their own privacy policies.

3. Information We Collect

Contact Information

Name, email address, phone number, and company name provided when you create an account, request a demo, or contact us.

Billing Information

Billing name, address, VAT/tax identification numbers. Payment card details are processed by third-party payment providers; we receive only limited information such as the last four digits, payment amount, and timestamp.

Technical Information

IP address, browser type and version, operating system, screen resolution, pages visited, referring/exit pages, visit timestamps, approximate location, and clickstream data.

Service Data

Data you upload or process through our Services, including invoices, ERP connection details, and configuration settings.

KYC Information

Where required for Peppol network access, we may collect identity verification documents and business registration details as part of our Know Your Customer (KYC) process.

4. How We Collect Information

- Directly from you: When you create an account, submit a form, book a demo, or contact us.
- Automatically: Through cookies and analytics tools when you interact with our Website (see our Cookie Policy).
- From third parties: Payment providers, ERP systems you connect, and Peppol network participants.

5. How We Use Your Information

To Provide Our Services

Processing invoices, managing your account, providing support, sending service-related communications, and fulfilling our contractual obligations.

For Legitimate Business Purposes

Improving our products and services, detecting fraud, enforcing our terms, ensuring security, and complying with legal obligations.

For Marketing

With your consent, we may contact you about products, services, and offers. You can opt out at any time via the unsubscribe link in any marketing email or by contacting us.

6. Sharing Information with Third Parties

We may share your information with:

- Service providers (sub-processors): The providers listed in Section 6.1, and payment processors.
- Peppol network: As required for e-invoice delivery and receipt through the Peppol network.
- ERP providers: As necessary to maintain your configured integrations.
- Legal authorities: When required by law, regulation, court order, or governmental request.
- Corporate transactions: In the event of a merger, acquisition, or sale of assets, with prior notification to affected users.

We do not sell your personal data.

6.1 Sub-processors

[For customer data. These companies process personal data on our customers' behalf. This is the same list as Annex A of our Data Processing Agreement.](#)

Provider | Purpose | Location | [Condition](#)

Hetzner Online GmbH | Hosting of ~~the TAPR application~~ [production systems, databases](#) and ~~customer data~~ [backups](#) | Finland (EEA) | [—](#)

Amazon Web ~~Services~~ [Services, Inc.](#) | ~~Offsite backups~~ [Encrypted offsite backup storage \(S3 server-side encryption\)](#) | EU | [—](#)

[Microsoft Ireland Operations Limited](#) | [Support correspondence \(Microsoft 365\)](#) | EU/EFTA | [—](#)

[Anthropic PBC, OpenAI L.L.C., Google LLC \(Gemini / Vertex AI\)](#) | [AI-powered OCR and invoice data extraction](#) | [United States](#) | [Only for documents the Customer submits for AI-powered OCR: the whole document is sent: OpenAI and Google only once their data processing agreement is in place: no training on Customer data](#)

~~Anthropic PBC | AI-powered OCR, when you use it with our providers (see Terms, Section 6) | United States~~

~~OpenAI, L.L.C. | AI-powered OCR, when you use it with our providers (see Terms, Section 6) | United States~~

~~Google LLC (Gemini API / Vertex AI) | AI-powered OCR, when you use it with our providers (see Terms, Section 6) | United States~~

Grynn Advanced Pvt. Ltd. | Development and support ~~of~~ [| India | Access to](#) the ~~TAPR application; access to customer~~ [Customer's invoice](#) data only on the ~~customer's~~ [Customer's](#) request or approval ~~| India for a task, recorded with its scope and time limit, and only once contract, NDA and DPA/SCCs are signed. Safeguard: EU Standard Contractual Clauses with the Swiss addendum, being put in place~~

[For this Website. These providers handle data of Website visitors, for which we are the controller.](#)

Provider | Purpose | Location | [Condition](#)

Amazon Web ~~Services~~ [Services, Inc.](#) | Relay of Website [contact and demo](#) form submissions | United States | [AWS data processing addendum with EU Standard Contractual Clauses and a Swiss addendum](#)

PostHog Inc. | Cookieless Website analytics | EU | [—](#)

Microsoft Corporation | Demo booking (Microsoft Bookings) | See Microsoft's privacy statement | [—](#)

If you connect your own AI provider, that provider is not our sub-processor. It processes your documents under your own agreement with it (see Terms, Section 6).

7. Your Rights

Under the Swiss Federal Act on Data Protection (FADP) and the EU General Data Protection Regulation (GDPR), you have the right to:

- Access: Request a copy of the personal data we hold about you.
- Rectification: Request correction of inaccurate or incomplete data.
- Erasure: Request deletion of your personal data, subject to legal retention requirements.
- Data portability: Receive your data in a structured, commonly used format.
- Object: Object to processing based on legitimate interests or for direct marketing purposes.
- Restrict processing: Request temporary suspension of processing in certain circumstances.
- Withdraw consent: Where processing is based on consent, withdraw it at any time.

To exercise any of these rights, contact us at contact@grynn.ch.

8. Data Storage and Retention

Your data is hosted on Hetzner servers in Finland, within the European Economic Area. Offsite backups are stored with Amazon Web Services (see Section 6.1).

- Active accounts: Data is retained for the duration of your account and 180 days after termination.
- Billing records: Retained as required by Swiss tax and commercial law.
- KYC records: Retained as required by applicable anti-money laundering regulations.
- Backups: May be retained for up to six months for disaster recovery purposes.

After the applicable retention period, data is securely deleted.

9. Data Security

We implement industry-standard technical and organisational measures to protect your data, including TLS encryption in transit and role-based access controls. The measures in place are listed on our [Security page](#).

10. International Data Transfers

Customer data is hosted in the EEA (Finland). Some processing takes place outside the EEA and Switzerland:

- AI-powered OCR with our providers (Anthropic, OpenAI or Google, United States): under each provider's data processing agreement, which includes the EU Standard Contractual Clauses and a Swiss addendum. We use a provider only once that agreement is in place.
- Relay of Website form submissions (Amazon Web Services, United States): under the AWS data processing addendum, which includes the EU Standard Contractual Clauses and a Swiss addendum.
- Development and support (Grynn Advanced Pvt. Ltd., India): access to customer data only on the customer's request or approval. We are putting a data processing agreement with the EU Standard Contractual Clauses and the Swiss addendum in place.

11. Children's Privacy

Our Services are not directed at individuals under the age of 16. We do not knowingly collect personal data from children.

12. Changes to This Policy

We may update this ~~policy from time to time. Material~~ policy. We will tell you about material changes ~~will be communicated via~~ by email or by a prominent notice on our ~~Website at least 14~~ Website, and they take effect when we publish them. Customers who do not agree may end their subscription within 30 days ~~before taking effect. of our notice, as set out in Section 18 of our Terms of Service.~~ We encourage you to review this page periodically.

13. Contact

For questions about this privacy policy or to exercise your data rights:

Grynn GmbH · Beringen, Schaffhausen, Switzerland · Email: contact@grynn.ch

Data Processing Agreement (new, full text)

Between the customer named in the tapr.ch account (the "Customer", controller) and Gryn timer GmbH, Neuweg 24, 8222 Beringen, Switzerland (UID CHE-191.106.578), "Gryn timer" (processor), operating the tapr.ch e-invoicing service.

This agreement is intended to address Art. 9 revFADP and, where the GDPR applies, Art. 28(3) GDPR. It forms part of the tapr.ch Terms of Service (the "Service Agreement") and applies from the moment the Customer accepts them.

1 Subject matter and duration

Gryn timer processes personal data for the Customer to send, receive, validate, transform, store and deliver e-invoices over the Peppol network, to publish the Customer's Peppol participant capabilities in Gryn timer's SMP, and to provide the related ERP and support services. The agreement runs for the term of the Service Agreement and until deletion or return under section 9.

2 Roles

For e-invoice transport Gryn timer acts as processor on the Customer's documented instructions. As a Peppol Access Point and SMP operator Gryn timer also has its own duties under the Peppol agreements. Gryn timer acts as controller for the processing its own duties as a Peppol Access Point and SMP operator require, and for its own security logs. Delivery of an invoice to the recipient's Peppol access point happens on the Customer's instruction; the recipient's provider is not Gryn timer's sub-processor.

3 Data and data subjects

Category | Data subjects

E-invoice content: names, addresses, VAT IDs, IBANs, contact persons, amounts | The Customer's trading partners and their staff (sole traders are natural persons)

Peppol participant IDs and SMP records (published to the Peppol network by design) | Businesses; may identify sole traders

AS4 transport metadata: sender and receiver IDs, message IDs, IP addresses | Senders and receivers

Tenant user accounts: name, email, login history, IP | The Customer's staff

Documents the Customer submits for AI-powered OCR, sent whole, and the extracted output | As for e-invoice content

Special categories of personal data are not sought.

4 Instructions

The Service Agreement, the Customer's configuration of the service and this agreement are the Customer's instructions. Gryn timer informs the Customer if it considers an instruction unlawful, and of any legal requirement to process otherwise, unless the law forbids this.

5 Confidentiality and security

Persons processing the data are bound by confidentiality (signed agreement before access). Gryn timer applies the security measures in operation listed on its Security page, which states only measures that are in place.

6 Sub-processors

The Customer authorises the sub-processors in Annex A. Gryn timer gives 30 days' notice of an addition or replacement; the Customer may object on reasonable data protection grounds. If Gryn timer cannot reasonably accommodate the objection, the Customer may end the affected service before the change takes effect and receives a pro-rata refund of prepaid fees. Gryn timer imposes equivalent obligations on each sub-processor and remains responsible for it.

Grynn gives this notice by email to the account owner of each tapr.ch account and in the change log at the end of this page.

7 Assistance with data-subject rights

Grynn forwards any request it receives about the Customer's data to the Customer within 5 working days, does not answer it for the Customer, and helps the Customer answer.

8 Breaches of data security

Grynn notifies the Customer without undue delay after becoming aware of a breach affecting the Customer's personal data, and in any case within 48 hours, with the information the Customer needs for its own notifications (revFADP Art. 24; GDPR Art. 33–34), and supports containment and investigation. The Customer decides its own notifications to authorities and data subjects.

9 Deletion and return

At the end of the Service Agreement Grynn keeps the Customer's data for 180 days, during which the Customer may export it, and then deletes it. Backups expire on their normal cycle and are not restored for other purposes. The Customer keeps its own statutory archive (e.g. Swiss CO Art. 958f) unless Grynn has contracted to archive for it.

10 Information and audit

Grynn provides the information needed to demonstrate compliance with this agreement. Grynn first provides documentation. If the Customer still needs an audit, it is held by the Customer or an auditor bound by confidentiality, on 30 days' written notice, at most once a year, at the Customer's cost. Grynn does not currently hold an ISO/IEC 27001 or other security certification; its ISMS records are the main source of information.

11 International transfers

Grynn hosts the service in Finland (EEA) with Hetzner. Transfers to countries without adequate protection recognised by Switzerland happen only through the sub-processors marked in Annex A: Anthropic under its data processing agreement, which includes the EU Standard Contractual Clauses and a Swiss addendum; OpenAI and Google only once their data processing agreement is in place; Grynn Advanced with the EU Standard Contractual Clauses and the Swiss addendum, being put in place. Transfer impact assessments are in draft.

12 Liability, precedence, law

Liability follows the Service Agreement. On data protection this agreement prevails. Swiss law applies. The courts of Schaffhausen, Switzerland, have exclusive jurisdiction.

Annex A: Sub-processors

The same list appears in our Privacy Policy, Section 6.1.

Sub-processor | Service | Country | Condition

Hetzner Online GmbH | Hosting of production systems, databases and backups | Finland (EEA) | —

Amazon Web Services, Inc. | Encrypted offsite backup storage (S3 server-side encryption) | EU | —

Microsoft Ireland Operations Limited | Support correspondence (Microsoft 365) | EU/EFTA | —

Anthropic PBC, OpenAI L.L.C., Google LLC (Gemini / Vertex AI) | AI-powered OCR and invoice data extraction | United States | Only for documents the Customer submits for AI-powered OCR; the whole document is sent; OpenAI and Google only once their data processing agreement is in place; no training on Customer data

Grynn Advanced Pvt. Ltd. | Development and support | India | Access to the Customer's invoice data only on the Customer's request or approval for a task, recorded with its scope and time limit, and only once contract, NDA and DPA/SCCs are signed. Safeguard: EU Standard Contractual Clauses with the Swiss addendum, being put in place

Change log

- Version 1.0 (new customers from 7 October 2026; existing customers from 26 October 2026): first published version, with the sub-processors in Annex A.

Contact

Questions about this agreement: contact@grynn.ch. Grynn GmbH, Neuweg 24, 8222 Beringen, Switzerland.