

SUPPLIER'S TERMS AND CONDITIONS

Our website, available at HipHipHub.com (the “**Platform**”), is owned and operated by HipHipHub AG.

All references in these Terms to “HipHipHub”, “we” or “us” are references to HipHipHub AG.

Please see below a summary of the content of these Terms:

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1. Basis and Purpose of the Terms and Conditions

- a) HipHipHub is a Swiss platform operator, which allows its users to offer and sell products and services primarily destined to child and family entertainment, such as goods, services, activities and locations (“**Products**” and “**Services**”), respectively to buy these Products and Services.
- b) **HipHipHub provides a meeting place where Buyers and Suppliers carry out transactions. HipHipHub is neither the buyer nor the supplier of the Products and Services available on the Platform. A sales contract is therefore only concluded between you and the Buyer, HipHipHub is never a party to such a contract.**
- c) Please read carefully these Terms and Conditions (the “**Terms**”), that will govern your use of the Platform and will apply to you when you register on the Platform (see Section 2). By registering on the Platform, you declare that you understand these Terms and you agree to be legally bound by them in their version existing at the time of your registration.

2. Registration

- a) You must register and provide information in order to access and use the functionalities of the Platform. You are responsible for providing complete and truthful information.
- b) If you create or use an account on behalf of a business entity, you guarantee that you are authorized to act on behalf of such business and bind the business to these Terms and HipHipHub has the right at all times to require proof of your authority to act on behalf of said business entity. The account shall be attributed to the business entity directly.
- c) In order to register an account, you shall:
 - i. Have your business incorporated and/or established (whether as a company, partnership, unincorporated association, or sole trader) in Switzerland. Should your business be established as a limited or public limited company, you shall be listed as a director in the relevant Commercial register;
 - ii. Be at least 18 years old;

- iii. Be capable of judgement and not under legal guardianship.
 - iv. Have an operating address in Switzerland (simply P.O. box operations are prohibited); and
 - v. Have a valid business liability insurance. **This insurance shall remain valid as long as you are using our Platform.** For more details in that regard, please refer to Section 4 of these Terms.
- d) We reserve the right to request any additional information for the creation of your account, such as a proof of your authority to act on behalf of that company as well as to refuse to create it, to terminate your membership or delete your account at our sole discretion.
- e) You guarantee that all the information provided at the time of registration is true and accurate.

3. Membership

- a) Your account on the Platform is personal and non-transferable. You shall treat your login information, such as username and password as strictly confidential and prevent access to this information by third-party.
- b) You shall notify us forthwith by email to info@hiphiphub.com if you become aware that your login information has been disclosed to a third-party, is in any way compromised or if it appears that your user account is being or has been misappropriated. You hereby note that you engage your personal liability for any breach of this provision.
- c) We may, at our sole discretion, refuse to create your account, suspend, delete or refuse your access and/or use of all or part of our Platform, without notice, for whatever reasons. We may in particular suspend or refuse your use of our Platform if we consider that there is or is likely to be a breach of security or a risk for the Buyers. In security breach event, we require you to change any or all of your passwords used in connection with our Platform or we will do it for you and then notify you of such change.

4. Business liability insurance

- a) You offer your Products and Services to Buyers through our Platform at your own risks and liability. Therefore, we strongly recommend that you own an appropriate business liability insurance in relation to your business, as long as you are using our Platform. Mandatory law may require you to have insurance.
- b) This insurance is at your own expense and shall be concluded with reputable insurers.
- c) You agree, upon written request from us, to provide us with any information we reasonably require concerning your insurance together with any relevant certificates.

5. Suspension or termination of your membership

- a) We have the right to suspend or terminate your membership at our sole discretion. We will in general however refrain from terminating your membership under less than a 30-day prior notice period. Should we terminate it in less than 30 days, we will inform you of such action and provide you a statement setting out our reasons by email. Termination of your membership may include cancelation of any outstanding orders for your Products or Services.
- b) You may terminate your membership at any time, subject to the provisions of these Terms (in particular Section 7 hereafter) and the fulfilment of any open orders.
- c) In the event your membership is suspended or terminated, you remain liable to pay any outstanding refunds to Buyers following the suspension or termination of your membership. To that effect, you will continue to have limited access to the Platform for thirty (30) days after the suspension/termination notice.
- d) We will not keep copies of any information provided or generated by you following the termination of your membership, unless required by law. You may ask us by e-mail, prior to the suspension or termination, to provide you with a copy of this information. We reserve the right to refuse your request if the delivery of such information is not legally required.

6. Shop / Product Page

- a) Once you are registered, you will have a shop page (“**Shop**”) as well as a page for each of your Products and/or Services (“**Product Page**”)

6.1. Shop

- a) Your Shop will contain several information about you and your company provided by you (such as the name, the address, your terms and conditions, etc.) and list your Products or Services (“**Product Listings**”).
- b) Your Product Listings shall include in particular the following information:
 - i. The name of the Product or Services as well as a picture and a description;
 - ii. The price, including VAT if applicable;
 - iii. The location;
 - iv. Availability information. Please refer to Section 6.3 for more information.
- c) You will be able to display your Product Listings in an online catalogue, containing categories and sub-categories. You may associate your Products and Services with the category you desire. However, please pay attention that a Product or Service can be featured in no more than one category, unless specified otherwise by HipHipHub.
- d) You will ensure that a single Product or Service may appear only once on your Shop. Variations of a Product such as colour or size do not constitute separate Products and should not be listed as such.
- e) If you wish to promote the same Products or Services on the Platform as another Supplier, you and the relevant Suppliers' are responsible to resolve any conflict in that regard. We will have no liability for any such scenario or any issues arising from it.

6.2. Product Page

- a) The Product Page allows you to provide all relevant information about your Product and Service, including:
 - i. The price and VAT at the proper rate, if applicable;

- ii. For food products, allergens, ingredients and any other legally required information;
- iii. If the Product is a personalized or specially made Product and the corresponding delivery times;
- iv. The delivery option(s);

6.3. Availability Information

- a) You shall update the stock availability of your Products and Services regularly using the “not available” and “available” options on the Platform. In addition, you shall at all times ensure that your calendar on the Platform is at all times up-to-date so that potential Buyers may immediately ascertain your exact availability for any Services and bookable Products. Failure to keep an up-to-date stock availability and calendar may lead to termination of your membership.
- b) If a Product or Service is no longer available, you shall mention the date on which you expect the stock of your Product or Service to be available again if at all and indicate the same in the calendar on the Platform. If it is unavailable for more than four weeks, you shall remove it from your Product Listings until it becomes available again.
- c) Once the final piece of stock of any Product has been sold and will no longer be available, you must mark that item as discontinued on your Shop.

6.4. Presentation

- a) We have absolute discretion as to the look and content of the Platform, including all presentation of Supplier information and the items set live on the Platform.
- b) You agree to upload your Product and Service range and work cooperatively with us so that we are able to set your Shop live on the Platform as soon as possible. We reserve the right to suspend your membership if you fail to comply with this obligation.
- c) You are responsible that all the contents, materials and information provided about you, your company and your Products and Services is and remains true, accurate, current and complete at all time, and complies with these Terms and any applicable policies.

- d) You may amend and update all the contents, materials and information as well as any bespoke graphics or Product or Services images as long as these amendments and updates comply with these Terms and any applicable policies.
- e) Your Shop and Product Page shall always have a high standard of presentation and comply with any of our guidelines and policies in that regard. We reserve the right to temporarily deactivate your Product Page(s) if the standards are not respected as well as to remove, at our sole discretion, any information from the Platform at any time.

7. Closing of your Shop

- a) When your membership is terminated, either by you or by us, you will be required to close your Shop pursuant to the proceedings available on the Platform.
- b) You agree that you will delete or deal with any shared personal data in accordance with Section 21 of these Terms and our Privacy Policy.
- c) You shall ensure that negative balances are paid to us in full prior to closing your Shop and agree to remain liable to pay any valid requests for refunds which are received following such closure.
- d) We will ensure that all payments due to you will be paid before closing your Shop.

8. Use of the Platform

- a) The Platform allows you to offer Products and Services for sale in return for payment of a price. HipHipHub reserves the right to request additional information about the offer in question and to refuse to publish it at its sole discretion.
- b) The Buyers will have access to your Products and Services by consulting your Shop directly or by using the various filters available on the Platform, in particular the Products and Services categories and the location of the Product and Service.

- c) You will enter into a contractual relationship with the Buyer only once the Buyer receives an email confirmation of the order. **HipHipHub will not be a party to this relationship.** The content and performance of this relationship will be based exclusively on the agreement between the Buyer and you.

- d) You undertake to grant the Buyer at least the following rights and reflect the same in your terms and conditions:
 - i. The right to a full refund of all amounts already paid in the event that you withdraw your offer or in the event that the Buyer exercises his right of withdrawal;

 - ii. The right to a full refund of all amounts already paid in the event that the Buyer cancels the order at least 14 days prior to the date of the planned performance of the Services or expected delivery of the Products, unless such Products were already dispatched when the Buyer exercised such cancelation right;

 - iii. A right of withdrawal of at least 14 days from receipt of the item by the Buyer. Please see our Returns & Refunds Policy available on our site for more information in that regard;

 - iv. Legal rights, in particular in the area of sales contracts (Article 184 and seq.), especially the warranty for defects.

- e) **As the Platform may be used to organize and provide goods for children's parties, the sale of alcoholic products, lawful recreational drugs, medication and any other product or services the sale of which is reserved to buyer of at least 18 years of age is absolutely prohibited on the Platform. We will refuse any offer relating to the sale of such products and reserves the right to remove, without notice, any offer relating to such products.**

- f) You may upload material and content to the Platform in compliance with these Terms. You are responsible for the content and accuracy of any materials that you upload on the Platform. We reserve the right to remove any material or posting on the Platform at our sole discretion.

- g) You acknowledge that you will at all-time access and use the Platform in compliance with these Terms and all laws and regulations applicable to your access and use of our Platform. In particular, you agree that you will not:

- i. Access and/or use the Platform for purposes other than those provided in these Terms;
- ii. Access or use the Platform for the purpose of building a competitive product or service or copying its features or user interface;
- iii. Access or use the Platform to defraud any person or entity (including but not limited to sale of stolen items, offering of bogus Products and Services, use of stolen credit/debit cards, etc.);
- iv. Access or use the Platform for the sharing or provision in any way of narcotics and psychotropic substances, whether legal or prohibited, or medicinal or therapeutic products including but not limited to medicine, homeopathic products and products pertaining to so-called alternative medicines;
- v. Gather the e-mail addresses or other content available on the Platform for any non-personal or commercial purposes;
- vi. Harvest or otherwise collect information about users without their explicit consent or in any way not in accordance with these Terms and applicable law, in particular but not limited to data protection and/or privacy legislation;
- vii. Link to other websites such as your own webpage or any third-party sites unless permitted by HipHipHub;
- viii. Impersonate any person or entity other than yourself or inaccurately claim an association with any other person or entity;
- ix. Breach or circumvent any laws and regulations, third-party rights or any of the HipHipHub policies;
- x. Infringe copyrights, trademarks, image or name rights, patents, publicities, moral, database and/or other intellectual property rights that belong to or are licensed to HipHipHub, its licensors or the Supplier;
- xi. Distribute or post spam, unsolicited or bulk electronics communications, chain letters, distribute viruses or any other technologies that may harm HipHipHub or the interests or property of the users of the Platform;

- xii. Use robots, spiders, scrapers, data mining, gathering and extraction tools, or other similar automated means to collect data on the users of the Platform;
- xiii. Copy, reproduce, alter, modify or delete any parts of the Platform or its infrastructures;
- xiv. Use any keyword spamming or similar techniques in your Product Listings;
 - xv. Post any content or provide any information and/or documentation that is false, misleading, inaccurate, abusive, threatening, defamatory, deceptive, obscene, vulgar, or otherwise offensive;
 - xvi. Upload contents which may be illegal, obscene, libelous, menacing, defamatory, personally injurious or violating principles of fair competition.

The above constituting individually and together the “**Conduct Rules**”.

- h) You will be responsible and fully liable toward HipHipHub for any misuse or abuse of the Platform and the consequences thereof.
- i) **Please note the Federal Law on Foodstuffs and Utility Articles (FSA) of 20 June 2014, Regulation (EC) No. 178/2002 of the European Parliament and of the Council of 28 January 2002 or any other relevant food legislation may apply to your offer of foodstuffs on the Platform.** This legislation aims in particular to ensure the safety of consumers. In particular, Articles 63 and 64 FSA provide for criminal liability in the event of the release of foodstuffs that may present a health risk or that violate appropriate hygiene standards, the illegal offer of alcoholic beverages, etc. In the event of infringement of this legislation, you are exposed to administrative or criminal sanctions for which you are personally responsible. HipHipHub accepts no liability in this respect.
- j) Violation of any obligations mentioned in this section may result in suspension of all or part of your access and/or use of our Platform, deletion of content and materials, immediate termination of account, or even legal action.

9. Sale process

- a) We will notify you by email and/or in-Platform alerts of any order made by the Buyer. Unfortunately, we cannot guarantee the email communications. You shall therefore check the Platform for alerts of new orders.
- b) Following receipt of such notification you shall, within a maximum of two (2) business days, and as a matter of best practice within one (1) business day, confirm your acceptance or rejection of each order, using the Platform, and provide an estimated dispatch date and/or confirm the booking date. The Platform may at this point generate and send to the Buyer an email containing information on the order and its status and in case of acceptance charge the Buyer's payment method an amount not exceeding the order amount pre-authorized for security purposes.
- c) Once you accepted the order, you shall confirm the Buyer the time and method of dispatch and proceed to the delivery (see Section 10). Such acceptance is irreversible.
- d) The Platform logs your acceptance and refusal of orders. We may in particular terminate your membership in cases of repeated order rejections.
- e) You are responsible for the proper performance of the contract.

10. Delivery

- a) You are free to choose the delivery method for your Products and Services from the options listed below:

Product/Service Types	Product/Service Examples	Delivery Method
Buyable product	Cake, Food, Balloons, Shipping Confetti, Decoration	Self Pick-up Delivery/Transportation

				Time relevant delivery
Bookable (rental)	product	Popcorn Bouncy decoration, rental	machine, castle, Game	Pick-Up/Transport Self Pick-up Delivery/Transportation Time relevant delivery Booking
Bookable service		Cleaning, Magican, Photographer	Clown,	Pick-Up/Transport Delivery/Transportation Time relevant delivery Booking
Bookabale activity		Ice Trampoline scavenger hunt	skating, Park,	Booking
Bookable location		Party room, location, Forest hut		Booking

- b) You are responsible for sending/providing the Products and Services and for ensuring that the Buyers receive the Product and Service. In particular, you undertake to:
- i. Provide an accurate sender's address;
 - ii. Confirm to the Buyer the time and method of dispatch or booking confirmation (which confirmation shall include place and date of performance);
 - iii. Prepare and transmit the Product(s) for delivery as soon as reasonably possible after you accepted the order;

- iv. Ship/provide the Products or Services to the address given by the Buyer and within the timelines advertised on the relevant Product Page and/or in accordance with any subsequent correspondence with the Buyer;
 - v. In the case of rented Products (and bookable locations), set out a clear and simple Product return process and communicate effectively with the Buyers on the modalities, date and time of any such returns.
- c) You are also responsible for setting up the delivery, transportation and shipping costs of your Products and Services as well as the extent to which they are charged to the Buyer. Any reduction in delivery charges are at your own financial expense and will not result in any reduction in the Transaction Fee due to HipHipHub (see Section 13b).

11. Cancellation by Supplier

- a) In certain rare circumstances, you may be allowed to legitimately cancel an order for Products and/or Services prior to its provision or performance date. This is the case if a force majeure or similar events, such as strikes, war, unforeseen and unpredictable supply shortages, state intervention or personal injury occur and render the performance of your contractual duties impossible.
- b) In such above cases, you shall immediately inform the Buyer of the cancellation and its cause and shall immediately contact HipHipHub to initiate the refund process.
- c) In cases of unjustified cancellation and/or non-delivery and non-performance, you shall be liable towards the Buyer of any further damages incurred and shall accordingly hold us harmless.
- d) We reserve the right to terminate your membership in case of repeated cancellations (whether or not justified).

12. Price

- a) You have absolute discretion on the amount of the price of your Products and Services. The price shall be expressed in Swiss francs (CHF) and include any VAT. You shall mention the applicable VAT rate for each

Product and Service on its Product Page. For VAT purposes, you acknowledge and accept that we act as your direct representative and you hereby give us all powers to that effect.

- b) Please note that the Price Indication Ordinance of 11 December 1978 applies to your offer on the Platform. You undertake to comply with the provisions of the said Ordinance, in particular Articles 2 et seq. on the manner of indicating the price of goods and Article 16 on the period during which a good may be sold at a reduced price.
- c) We may use payment service providers, such as Stripe, for the payment of the purchase price by the Buyer, whose terms and conditions may apply. You may be required to create an account with the payment service provider. In such case, you agree to provide all required information. During the payment process, you will receive the purchase price paid by the Buyer, less any commission, fees and expenses which may be due to HipHipHub, such as the Transaction Fee as defined hereunder at Section 13b).
- d) Should we use Stripe as a payment service provider, you agree that you will:
 - i. Register on Stripe and get a connected account;
 - ii. Receive all payments from us on your Stripe account;
 - iii. Grant to HipHipHub the right to reverse the transfer to your connected account in particular in case of dispute, chargeback, refund, cancelation or incorrect payments. Should your connected account not have a sufficient balance, we will deduct the owed amount from the next payment;
 - iv. Settle the open amount on your connected account with us in the event your account closes or no orders have been made during the last thirty (30) days;
 - v. Repay to HipHipHub any amount deducted from HipHipHub's Platform account by Stripe due to the fact that your connected account had a negative balance for 180 days.
 - vi. Grant to HipHipHub the right to hold any amount paid by the Buyer for the purchased Products and/or Services for a period of up to 90 days.

We will pay all fees for use of customer stripe payments. All the fees associated to payouts and reversals to your account will be included within the Transaction Fee charged to you pursuant to Section 12 of these Terms.

- e) You remain liable for the payment of any taxes, including VAT and other sales taxes, relating to the supply of Products and/or Services to Buyers and the purchase price related thereto and shall hold HipHipHub harmless in this respect. You shall also fully cooperate with HipHipHub regarding any interactions with local tax authorities pertaining to matters of VAT and/or sales taxes or similar (for instance, should HipHipHub be required under any applicable law to file VAT-related forms or interact with local tax authorities).

13. Transaction Fee, Joining Fee & Promotion Fee

- a) **Joining Fee.** You may be required to pay an amount of up to CHF 500, plus additional VAT if applicable, in order to create your Membership and use the services provided by our Platform. HipHipHub reserves the right to waive the collection of the Joining Fee at its sole discretion.
- b) **Transaction Fee.** A Transaction Fee, plus additional VAT if applicable, will be charged every time you sell one or more of your Products and Services as per the Fee Schedule. The amount of the Transaction Fee will be communicated to you on the Platform and may be modified at any time, at our sole discretion. The Transaction Fee remains due in case the Supplier cancels the transaction for whatever reason.
- c) **Promotion Fee.** We may offer certain promotion activities from time to time which may apply solely to a subscription fee. The fee will be fixed at our sole discretion and VAT will be added if applicable. Please refer to Section 0 if you want to learn more about our promotions.
- d) Without prejudice to any other right or remedy that may be available to us, we reserve the right to offset any amount payable by you to us against any amount payable by us to you. This includes but is not limited to any refunds we paid to the customers as a consequence of your improper contract performance. We may effect this offset by any technical means available to us (e.g. through retention via payment provider services such as Stripe).
- e) Should you unjustifiably cancel the order (e.g. cancellation of an order for an item which is in fact out of stock and has not been displayed as such),

we may charge you the Transaction Fee on that order as well as the fees related to the cancelation of the order.

14. Communications with the Buyer

- a) You may communicate with the Buyer in order to manage an order or to respond to its questions. You shall in particular notify the Buyer:
 - i. Respond to order notification, with an estimated dispatch date or date to be delivered or date to be provided within 48 hours of the order
 - ii. Update the order status using the steps given in the platform
 - iii. The dispatch of an order with an expected delivery date or booking date, if applicable and as the case may be;
 - iv. Any enquiries relating to the order; including any pick up or drop off date and times not managed via the platform
 - v. The receipt of an item that has been returned to you; and
 - vi. The processing of an exchange or refund.
- b) All the communications between you and the Buyer shall be via the Platform and be solely for the purposes set out in these Terms. You agree that you will not include within any place of the Platform any means by which a Buyer could communicate directly with you, other than through the Platform, such as any direct or indirect link to other Platforms or any reference promotion of services or your email address.
- c) You shall respond to any Buyer enquiries or complaints promptly and courteously and advise us of any escalated unresolved Buyer enquiries as soon as reasonably possible.

15. Reviews and Feedbacks

- a) Buyers may provide reviews and feedbacks about your Products and Services. Therefore, we may use a third-party service provider to provide these feedbacks. We may, at our discretion, post on your relevant Product

Page and on the service provider platform Buyers' feedbacks relating to a transaction.

- b) You will have access to the feedback via the Platform. You may submit a response to any negative feedback via the Platform that may then be posted on the Product Page and on the service provider platform. You agree that you will not contact any Buyer directly, whether via the Platform or in response to any feedback. You will at all times ensure your feedback and use of any feedback concerning you complies with the Conduct Rules expressed at Section 8g) above and our Community Guidelines Policy available on our site for more information in that regard;
- c) You shall ensure that any of your response is true and accurate and not misleading in any way and does not contain any material that may be construed as offensive, defamatory or unlawful.
- d) We reserve the right to elect, to amend, or not to post, any response that we and/or the service consider to be offensive, defamatory, unlawful or otherwise inappropriate.
- e) You may ask a Buyer to review or post a feedback on your Products and Services. However, you shall not review yourself nor engage any third-party to review your Products and Services or use any other means to artificially increase the number of reviews of your Products and Services.

16. Marketing and Promotion

- a) We may run promotions on the Platform. Any promotions will be separate, and in addition to, any promotions operated by you in your Shop, and may involve offering Buyers either free delivery, discounted prices or other promotional activity relating to some or all Products and Services on the Platform. We will, where relevant and applicable to you and/or your Products and Services, inform you of the nature and the terms of these promotions (e.g. whether you will need to bear the costs of such promotions). In order to participate in such promotions, you will need to communicate your interest to us.
- b) You agree to cooperate in the activities undertaken by us to promote, sell or market your Products and Services.
- c) We may use other tools to market or distribute your Products and Services such as through pop-up stores and specific marketing campaigns. We will provide you with more information about these

specific opportunities when they arise. These campaigns will be governed by specific terms and conditions.

17. Intellectual Property

- a) We and our licensors own all trademarks, copyrights, patents and other intellectual property rights in and to the Platform and the content published on the Platform.
- b) The by-default contents and functionalities provided by the Platform, including but not limited to the computer code, layout and structure, are the intellectual property of HipHipHub or our licensors.
- c) We remind you that you are solely responsible for any materials, contents and messages that you publish, upload or display on the Platform or transmit to other users. You undertake that all contents, materials and messages published, uploaded or displayed on the Platform or communicated to other users are true and correct and that you have cleared all intellectual property rights thereto.
- d) By uploading and/or posting material and content on our Platform, you grant us a non-exclusive, limited license to use, modify, delete, add to, publicly perform and display, reproduce and translate such content and material, including without limitation posting on our Platform and social media.
- e) You also grant HipHipHub the right to use such material and content for advertising and promoting the Platform.

18. Confidentiality

- a) You agree that you will at all times treat as confidential any information personally (i.e. not publicly shared) received through the use of the Platform and especially from fellow users (Buyers and/or Suppliers) as well as from HipHipHub itself. You will not disclose this information to anyone without obtaining the prior written consent from the concerned (legal or natural) person. In particular, you agree to treat as confidential all information relating to HipHipHub's commission policy (Transaction Fee) as well as to the content of our Platform.

- b) This information shall not be disclosed, sold or shared with anyone without the prior written consent of the individual (or entity) concerned, except where disclosure is required by law.
- c) You undertake to process such information in accordance with applicable data protection legislation (see Section 222) if such information includes personal data.

19. Representation and Warranties

- a) THE PLATFORM IS PROVIDED TO YOU “AS IS” AND “AS AVAILABLE”. TO THE FULLEST EXTENT PERMITTED BY THE LAW, UNLESS EXPRESSLY SPECIFIED OTHERWISE IN THESE TERMS, WE EXPRESSLY DISCLAIM AND WAIVE ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE ACCESS AND THE USE OF OUR PLATFORM.
- b) In particular, and without limitation, we do not warrant, expressly or implicitly, that:
 - i. The access and use of the Platform will be uninterrupted, secured or free of errors;
 - ii. The information and content published and available on the Platform are at all-time current, reliable or complete.
- c) Our Platform may contain links to third party websites, such as social media platforms, or plug-ins. These links are provided solely as a convenience to you. We do not warrant that they may work at a time and assume no responsibility or liability in relation but not limited to therewith or for the contents of the websites and/or application of such parties.
- d) We reserve the right at any time and without prior notice, to modify, add or delete functionalities of the Platform, to discontinue all or part of the Platform and to carry out any maintenance or upgrades without incurring any liability for any loss or damages.

20. Limitation on liability

- a) TO THE FULLEST EXTENT PERMITTED BY LAW, UNLESS EXPRESSLY SPECIFIED OTHERWISE IN THESE TERMS, WE WAIVE ALL LIABILITY FOR

ANY CAUSE RELATING TO OR ARISING OUT THESE TERMS, THE PLATFORM, YOUR ACCESS TO THE PLATFORM OR YOUR USE OR INABILITY TO USE THE PLATFORM.

- b) You assume full responsibility and risk for the access and the use of our Platform.
- c) In particular, we are not responsible and assumes no liability for:
 - i. Any inaccurate or incomplete information provided by Buyers or other Suppliers or any third parties in connection with any of the services or posts on our Platform;
 - ii. The conduct of the other users;
 - iii. Any illegal access of your account or personal data by third parties;
 - iv. Any violation of these Terms or applicable laws or regulation by other users;
 - v. Any misuse, unauthorized or illegal access and/or use or in a manner contrary to these Terms of the Platform, data and information that you and other users disclose on the Platform;
 - vi. Any abusive or illegal use or misuse by third parties of the information provided by you to such parties.
- d) We recommend that you carefully select the information that you post on the Platform or provide to other users.

21. Indemnities

- a) You shall in particular indemnify, hold harmless and defend HipHipHub from and against any loss, damage, liability and/or claim arising out or in connection with:
 - i. Your breach of these Terms;
 - ii. Your access, use or misuse of the Platform;

- iii. Your infringement of any laws and regulations applicable to your access and use of the Platform and the sale of Products and Services available on the Platform;
 - iv. Your infringement of third-party rights, including without limitation any intellectual property rights.
- b) You shall inform us as soon as possible upon becoming aware of any claim against us or you arising out of or in connection with your Products and Services.

22. Data Protection

- a) By using our Platform, you acknowledge that your personal data, to the extent necessary for the purchase process and sale as well as for the proper operation of the Platform, will be collected and processed by us.
- b) You acknowledge hereby that you may receive information and personal data from other users of the Platform and that you will process personal data, in particular those of Buyers obtained in the process of purchasing your Products and Services. You therefore undertake to use and process such personal data and information exclusively for the purpose(s) for which it was provided to you and you will at all times refrain from disclosing, selling or sharing, in any way whatsoever, such personal data and/or information with third parties for whom it was not expressly intended. You also undertake to delete personal data received in the course of using the Platform immediately after the purpose(s) has/have been fulfilled. You further undertake not to use such personal data and/or information for marketing and promotional purposes without the written consent of the person concerned.
- c) You and HipHipHub are separate and independent data controllers. You will therefore be individually responsible for compliance with the obligations arising from being a controller under the applicable data protection laws.
- d) We have issued a Privacy Policy which is available on our platform, that describes which personal data we collect, for what purposes and the manner we use it.
- e) Please note that the Federal Data Protection Act, [the Regulation \(EU\) 2016/679 of the European Parliament and of the Council of 27 April 2016](#)

(GDPR) or any other relevant data protection legislation may apply to the processing of your personal data.

23. Survival Clause

- a) Should all or part of a provision of these Terms be or become invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not affect the remainder of the provision or the other provisions of these Terms.
- b) In such event, such invalid or unenforceable provision shall be enforced to the fullest extent permitted under the applicable law and the excluded terms shall be replaced by a valid and enforceable provision that most closely reflects the original intent of the provision.

24. Applicable Law and Jurisdiction

- a) These Terms and any other related documents are governed by, and construed in accordance with, the laws of Switzerland, excluding the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly waived.
- b) Any disputes arising out or in connection with these Terms shall fall within the exclusive jurisdiction of the courts of the city of Zurich, subject to any mandatory forum prescribed by law or a recourse to the Federal Tribunal.

25. Amendments of the Terms

- a) We may amend these Terms at any time, without prior notice. You will be informed of these amendments by any appropriate mean, such as via e-mail or by posting the amended Terms on the Platform. This right includes the right to modify, add to or remove terms in these Terms.
- b) All changes will be effective 30 days after they are posted. The modified terms shall be deemed to have been accepted as soon as you access the Platform after they have been published.

26. Contact Information

- a) HipHipHub AG is a company limited by shares (SA/AG), incorporated under the laws of Switzerland.
- b) If you have any questions or concerns regarding these Terms, please contact us by e-mail at info@hiphiphub.com.

Last amended: 3 May 2022