



## Terms and Conditions

### LEGAL FACTORY SA

Version dated: December 1<sup>st</sup>, 2019

#### **PREAMBLE**

These Terms and Conditions (hereinafter referred to as the “**Terms**”) define the rules applicable to the Users in connection to the Services which are provided by the Company through the Platform.

By pressing the “Accept” button, you accept these Terms and the Privacy Policy.

The User/Visitor confirms that he/she/it has read and understood the Terms and agrees to respect and comply with all clauses and articles of the Terms. The User/Visitor also warrants and agrees to comply with all applicable laws and regulations.

If the User/Visitor does not agree to comply with the Terms, he/she/it must waive his/her/its right to make use of the Platform and may not continue to use the Website.

The Company reserves the right to modify/amend these Terms at any time, subject to timely notification to Users. The User/Visitor will have access at all times to the latest Terms and in the event that these Terms shall be amended, the User/Visitor shall be provided with an updated version which the User/Visitor will be asked to accept.

## 1. Definitions

**Attorneys** means the lawyers/ solicitors / attorneys that make available Documents to the Company on the Platform and benefit from the Services.

**Bot** means the technology developed by the Company in order to gather the Document Data.

**Company** means The Legal Factory SA, a company duly registered in Switzerland with company registration number CHE-157.510.629, with a registered address at Avenue Tissot 2B, 1006 Lausanne.

**Document(s)** means the document(s) prepared by recognized attorneys, completed using the Document Data and delivered by the Company to the Users.

**Document Data** shall refer to Data collected by the Company in line with the Privacy Policy in order to fill in the Document(s).

**Force majeure** means any event which are neither foreseeable nor objectively attributable to the Company and which are objectively likely to delay the performance of its contractual obligations, including but not limited to natural phenomena, government measures, acts of terrorism, demonstrations, fires, explosions, floods, epidemics, factory blockages, telecommunication problems, Internet unavailability, strikes or other labor disputes (whether or not such disputes involve the Supplier's employees), accidents, plant breakdowns, impediments or delays by carriers, impossibility or delay in obtaining supplies or appropriate and necessary equipment, seizures, sequestrations or other measures taken by or on the order of an apparently competent authority and all other acts.

**Intellectual Property Right(s)** means copyrights, patents, registered designs, design rights, know-how or any other proprietary or industrial right, includes, without limitation, any patents, trademarks, service marks, registered designs, database rights, know-how, trade secrets, confidential information, trade and business names and any other similar protected rights in any country, whether registered or unregistered, as well as applications for any of the above mentioned rights.

**Legal Advisor** means a person with a legal degree internal to the Company or the Attorney that has drafted the Document and made it available to the Company on the Platform.

**Package(s)** means the packages which contain different Document(s) which are available on the Platform.

**Payment** means the amount in CHF which is sent by the User and processed by the Payment Provider in full and final settlement of the Price due by the User.

**Payment Provider** means Stripe Inc.

**Payment Interface** means an electronic connection method provided by the Payment Provider to the Company for providing Payment services on or through the Platform.

**Platform** means the platform made available by the Company to the Users on the Website.

**Platform content** include, but is not limited to the (i) texts, software, mobile software, algorithms, codes, audio, videos, images, animations, files (including these Terms and the Privacy Policy), photographs, designs, graphics, layouts, images, video, information and their selection and arrangement for the Platform, but excluding all content belonging to the User and Payment Provider APIs (ii) the layouts (iii) the Packages (iv) the Documents (v) the Questionnaires (vi) the Bots (vii) the Services and (viii) technical information associated with the Services, the Platform, the Bots or the Website provided by the Company which is contained and available on the Platform.

**Price(s)** means the amount which shall be due to the Company by the User for the provision of the Services and for the delivery of the Documents.

**Privacy Policy** means the Privacy Policy governing the use of the Website (issued on November 29<sup>th</sup>, 2019).

**Processing Fee** means the fee that may be charged by the Payment Provider charges for the use of submitted for processing to the Payment Interface, regardless of the Price and the type of credit card accepted.

**Questionnaire(s)** means the series of questions prepared by the Company which the User will be asked to answer either by the Bot(s) or using Typeform in order to complete a Document. These questions shall be answered by the User prior to fulfilling the Payment Process which is outlined in these Terms.

**Service(s)** means the service which is provided by The Legal Factory SA through the operation of the Platform as described in section 2 of these Terms.

**User(s)** shall mean any natural person acting on his own behalf or any natural person acting on behalf of a company who makes use of the Platform which are available on the Website. The User is also referred to as “**You**” or “**you**” as well as “your” or “Your” depending on the case in these Terms.

**Website** shall mean the website which is available at those URLs: [www.legalfactory.ch](http://www.legalfactory.ch) / [www.legalfactory.international](http://www.legalfactory.international) / [www.legalfactory.org](http://www.legalfactory.org) / [www.legalfactory.io](http://www.legalfactory.io)

## 2. Services

On the Website, the Company provides a Platform allowing Users to choose the Documents and/or Packages which will be filled in with the Document Data provided by the User.

The Company undertakes to fill in the Documents with the Document Data which is collected by answering the Questionnaires which must be filled in upon selecting a Package. Upon filling in these Document with the Document Data provided by the User, Documents will be generated by the Company.

The Documents shall be delivered by the Company to the User as soon as possible after notification that the Payment has been received (hereinafter referred to as the “**Notification**”).

Depending on which Package is selected, the Company may also proceed to connecting Users with a Legal Advisor who would be best suited to facilitate the User. Any person or entity who wants to use the Bots, benefit from the Services or purchase Documents offered on the Platform must accept the terms and conditions of these Terms.

By using the Website (even as a Visitor) and/or Platform and/or clicking the "Accept" button, you acknowledge that you have read and understood these Terms and agree to be bound by them and to comply with these Terms and all laws and regulations which may be applicable to the Services offered on within the Platform. If you do not agree with these Terms, you should refrain from using the Platform and/or benefiting from the Services.

In particular, you acknowledge that you have read and understood the clauses in these Terms relating to: Company's disclaimer of warranties; limitation of liability; the Privacy Policy; and the manner in which we may make changes to these Terms.

## 3. The Company's Role

The Company shall be responsible for collecting the Document Data required in order to fill in the Documents. After collecting such Document Data, the Company will proceed to fill in the Documents with the Document data which is provided by the User through the Questionnaire.

Therefore, the Company only acts as an intermediary between you and the Attorneys.

## 4. Eligibility to use the Platform

In order to make use of the Platform and/or the Bots and/or the Questionnaires, you must accept these Terms and the Privacy Policy.

The Platform is intended for Users on their own behalf or on behalf of a legal entity which they duly represent and who comply with the criteria listed below. Therefore, you represent and warrant that:

- a. You are at least 18 years old or of legal age to enter into a binding contract under the law where the Platform is available;
- b. You have the right, authority and capacity to agree to the Terms on your behalf or on behalf of the legal entity which you represent;
- c. You will not use a false email address or telephone number;
- d. You are not located in, or a citizen or resident of any of the countries where the access and use of the Website and/or the Platform are restricted;
- e. You have not previously been suspended or removed from using the Services offered within the Platform;
- f. You have regular access to the internet, and you have provided the Company with a valid email address which can be used to communicate with you;
- g. You will conduct yourself in a professional manner in all your interactions with the Company.

The Platform cannot be used by persons who are on any trade or economic sanctions lists, such as, but not limited to, ES-, EU-, CH- or United Nations Security Council Sanctions List.

Should you not fulfill the conditions set out in this section 5, you shall immediately refrain from doing so. In any event, the Company reserves the right to refuse any User at any time.

#### **4. Documents**

The Documents will be delivered to the e-mail address which is provided by the User within the Questionnaire.

The Visitor/User:

- shall not copy, reproduce or in any way appropriate the Documents and/or the Questionnaires;
- shall use the Documents only for his/her/its own purposes only or for the purposes for which it might be delegated;
- undertakes not to re-sell, copy, make available or distribute the Questionnaires and/or the Documents to any third party in any form whatsoever;
- undertakes not to develop or market himself/herself/itself as an agent or subsidiary of the Company or as an agent of the Platform which belongs to the Company;
- undertakes not to infringe the Intellectual Property Rights as defined in Section 8 of these Terms;
- refrains from any form of reverse engineering of the Platform, any form of decompilation, disassembly, and more generally any form of examination, reproduction or copying of the source code or object code of the Platform and/or of the Questionnaires, the Bots or the Documents;



- refrains from any form of reverse engineering on the Platform's protection or security system, any form of decompilation, disassembly, and more generally any form of examination of the Platform's authentication or security procedures;
- refrains from extracting or copying data or databases accessible from or through the Platform; and
- refrains from correcting errors affecting the Platform without the Company's intervention.

## **5. Legal Advice**

The Company, through the Platform, may allow the User to communicate with a Legal Advisor in order to provide tailor-made advice in relation to the Documents.

The communication and advice which may eventually be made between the Legal Advisor are strictly confidential and will be invoiced separately by the Legal Advisor.

The Company does not warrant or guarantee that the Legal Advisor shall provide any valid or accurate information or advice during the time of contact between the User and the Legal Advisor. You hereby acknowledge and accept that the Company shall not in any way be held liable for advice given by an external Legal Advisor.

The Company shall not be held liable for any wrongful or negligent advice or statements which are made by the Legal Advisor. The Company shall not be held liable for any losses or damages which may arise from the User's disclosure of any information which is subject to professional secrecy to the Legal Advisor.

You represent, warrant and accept that you will not hold the Company liable for claims, demands, losses, actions, suits, judgments, costs, expenses, and damages which you might incur from the advice or opinions which are given by the Legal Advisor.

You acknowledge that the Legal Advisor may also further charge fees or request further remuneration for the advice, services or other activities carried out by him/her/it. You warrant and accept that you will not seek any legal action against the Company for the recovery of any fees, charges or remuneration which are charged to you by the Legal Advisor.

You understand and agree that the provision of the Company's services (i.e to fill in Documents provided by Attorneys) does not constitute legal advice.

## **6. Fees**

Our Fees are indicated on the Document you would like to purchase or will be indicated to you by email.

The payment of the Documents shall be made by credit card to the Payment Provider prior to sending the Documents to the e-mail address which is provided by the User when answering the Questionnaires.

The Payment shall be taken by a debit of the Price (including the fees charged by the Company) from one of the acceptable payment methods listed by the Payment Provider on the Platform, which may include credit cards Visa and MasterCard and/or American Express.

You may also be asked to provide the Payment Provider with customary billing information such as name, billing address and payment information.

It is your responsibility to take all necessary measures to ensure that your password and credit or debit card details remain secured and to prevent the use or misuse of such password by any unauthorized person. You shall notify the Company promptly if you discover or suspect that your password or credit or debit card information has become accessible to or has been misused on the Platform by any unauthorized third party.

The Payment will be processed in a secured way (SSL) through the Payment Interface of the Payment Provider. The Company will use the Payment Provider's Application Programming Interface (API) and will at all times comply the current Payment Card Industry - Data Security Standards (PCI-DSS) rules.

You agree to pay the Prices applicable and you will not hold the Company liable for any charge, including chargeback fees, or Processing Fee related to the Payment. All Prices paid by Users in connection with the provision of the Documents are non-cancellable and non-refundable.

The Company guarantees not to copy, store, save, capture or intercept payment instruments related information such as credit card numbers, expiry date, holder name, card summary (last 4 digits), card BIN (6 first digits), card type, issuer, issuing country, CVV codes, passwords entered into the Payment Interface. Your credit card information will be transferred to the Payment Provider as encrypted data to the Payment Provider's server. Encrypted data can only be decrypted by the Payment Provider.

The Company will keep a copy of any electronic records included receipts related to the payment of Purchase Order and delivery of the Document/s for as long as is required by the laws and practices applicable to the Company.

You understand and explicitly agree that the Payment Provider will act as data controller of your payment information.

The Payment Provider will act as a provider of the payment services and will take all necessary steps to comply with the duties of due diligence and duties to report as set forth in the Swiss Federal act on combating money laundering and terrorist financing in the financial sector (RS 955.0). Upon request, you hereby agree to provide the Payment Provider with all information requested by the Payment Provider in order to comply with the Federal act on combating money laundering and terrorist financing in the financial sector (RS 955.0).

If the Payment Provider believes that a security breach of any User has occurred, the Company will, upon request, mandate a third-party auditor approved by the Payment Provider to conduct a security audit of its systems and facilities and issue a report.

In some instances, and in addition to the billing and payment information, the Company and/or the Payment Provider may request you to provide some proof of your identity and some information in relation to the funds used to proceed to the transaction. Payment details may also be requested by the Payment Provider. Such information can be requested at the time of ordering, during payment processing or at any other time thereafter. The Company reserves the right to cancel your order if you do not provide such proof of identity when requested.

In order to enable the Payment Provider to comply with applicable law, including but not limited to anti-terrorism, financial services and other anti-money laundering laws and regulations.

imposing customer due diligence requirements, payment scheme requirement and TPPP's requirement, the Company and/or the Payment Provider is/are entitled to request to any User the details, the economical background of the transaction and/or the beneficial owners of any transaction processed through the Platform (hereinafter also referred to as "**Financial Data**"). The Payment Provider is entitled to regularly get access to all Financial Data collected by the Company in relation to the transactions operated through the Platform.

As a User and if requested, you agree to promptly provide the Company with all data requested by the Payment Provider in relation to a transaction and/or a Refund (including those needed for fraud checks).

VAT of 8% will be added to our Prices.

Should you be domiciled outside Switzerland, you may ask the Company for an invoice exclusive of VAT.

The total amount of the Price, including all taxes and charges as previously mentioned, shall be indicated before the Payment.

The Price and taxes to be paid for the Documents are indicated at the end of each Questionnaire on the Stripe popup. The User shall fill in the Financial Data and then click Submit. The Company will send a confirmation of the receipt of the Questionnaire (hereinafter referred to as the "**Confirmation e-mail**") of the payment once the payment has been finalized by the Payment Provider. The Confirmation e-mail shall serve as a receipt in full and final settlement for payment of the Services and the Document/s purchased by the User.

The Company fully reserves the right to amend the Prices at any point in time by informing the User by publishing the Price on the payment screen. For the purposes of clarity, the Price to be paid by the User shall be the Price which is present at the end of the Questionnaire.

The currency of the Price shall always be in CHF. The Company shall make it clear whether the Price includes VAT and any other tax charges which are applicable when the User wants to purchase the Document/s.

You hereby accept and acknowledge that the Document/s shall be sent to you by the Company upon receiving the Price which is entirely due.

The Company shall not be held liable by the User for any changes to the Prices which may from time to time occur.

## **8. Intellectual Property Rights**

The Company reserves all Intellectual Property Rights in and to the Platform Content and the Platform in its entirety.

The Company grants you a limited, non-exclusive, non-transferable, and revocable license to use the Platform and the Platform Content for your own purposes only and subject to your strict compliance with these Terms, the Privacy Policy and any other policy issued by the Company which is applicable to the User and which is duly sent to the User.

All copyright and other proprietary notices shall be retained on all reproductions of Platform Content

Any other use of the Platform Content, including but not limited to the distribution, reproduction, modification, the making available, the communication to the public, the public performance, the framing, the downloading, the uploading, the displaying or transmission, in whole or in part, is strictly prohibited.



When it is not made available on the basis of an open source license, you may not derive or attempt to derive the source code of all or any portion of the software or mobile software (hereinafter referred to as “**Software**”), permit any third party to derive or attempt to derive such source code, or reverse engineer, decompile, copy, reproduce, translate, disassemble, or translate the Software or any part thereof.

The Company owns and shall retain all Intellectual Property Rights and other rights in and to the Software, and any changes, modifications or corrections thereto, subject to open source software used in relation to the Platform.

The Company expressly reserves all Intellectual Property Rights in all text, programs, products, processes, technology, content, source code, object codes, layouts, and other materials, which appear on the Platform.

The Company is constantly modifying and improving the Services, the Questionnaires, the Bots, the Documents and the Platform in its entirety. New features may at any time be introduced and existing features may be changed or removed features from the Services at any time and without notice.

## **9. Cancellation**

Upon the conclusion of the Payment as outlined in section 7 of these Terms, you shall not be entitled to cancel the Delivery of the Documents.

The Company reserves the right to cancel any order at any time for security or fraud detection purposes.

The Company will not:

- (i) give cash refunds to a User when the Payment was made by a credit or debit card, other than when required the laws and regulations applicable to the Services; nor
- (ii) accept cash or other compensation for returning the Payment to a credit or debit card.

The Company reserves the right to refuse to execute any refund if it is prohibited by applicable law or does not meet the conditions of these Terms or those of the Payment Provider.

In the event of credit card fraud or unauthorized use of your credit card by third parties, the risks and the charges resulting from such fraud or misuse may be subject to a chargeback by the issuers of the credit card. The Company shall not be responsible for any chargeback that you may have to pay following the processing of a Payment on or through the Platform. Please check the Payment Provider’s and the Issuer chargeback policy for further details.

You hereby agree not to oppose unduly to any Payment processed through the Payment Provider. Should you unduly oppose to a Payment, you hereby agree to indemnify and hold the Company free from all direct and indirect damages and/or fees (including chargeback fees, attorney’s and court fees) incurred by such undue opposition.

## 10. Electronic Communications with the User

When you use the Services, or send emails to the Company, you are communicating with electronically. You need to use your correct email address and telephone number whenever corresponding with the Company or whenever filling in the Questionnaire/s. The Company is not responsible or liable for any wrong or misspelled email address or inaccurate or wrong Personal Data submitted to the Company.

By using the Platform, you agree to receive to receive electronically any communications related to your use of the Services, the Questionnaires, the Bots, the Documents and/or the Platform, including an emails and telephone. The Company will communicate with you by email or telephone.

You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from the Company intended for receipt by you shall be deemed delivered and effective when sent to the e-mail address you provide whilst using the Services.

## 11. Privacy Policy

Any Personal Data which will be provided to the Company will be used in accordance with the Privacy Policy, the terms of which are hereby incorporated into these Terms.

## 12. DISCLAIMER

THE PLATFORM, THE PLATFORM CONTENT AND/OR THE SERVICES AVAILABLE ON OR THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PLATFORM, THE SERVICES OR PLATFORM CONTENT AVAILABLE ON OR THROUGH THE PLATFORM ARE AT YOUR OWN DISCRETION AND SOLE RISK. THE COMPANY SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, SMARTPHONE OR ELECTRONIC DEVICE OR LOSS OF DATA ARISING OUT OF THE DOWNLOAD OR USE OF THE PLATFORM, THE SERVICES OR PLATFORM CONTENT.

THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE PLATFORM, THE SERVICES AND THE PLATFORM CONTENT PROVIDED ON OR THROUGH THE PLATFORM. IN NO EVENT SHALL THE COMPANY OR ITS DIRECTORS BE HELD LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OF THE PLATFORM, THE SERVICES AND/OR THE PLATFORM CONTENT.

THE COMPANY MAKES NO WARRANTY THAT: (A) THE PLATFORM, THE SERVICES, OR PLATFORM CONTENT WILL MEET YOUR REQUIREMENTS; (B) THE PLATFORM, THE SERVICES OR THE PLATFORM CONTENT WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM OR PLATFORM CONTENT PROVIDED ON OR THROUGH THE PLATFORM WILL BE ACCURATE, COMPLETE OR RELIABLE; OR (D) THE QUALITY, COMPLETENESS OR RELIABILITY OF SERVICES OR PLATFORM CONTENT WILL MEET YOUR EXPECTATIONS.

THE COMPANY RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO, AND MONITOR THE USE OF, THE PLATFORM, THE SERVICES AND PLATFORM CONTENT PROVIDED ON OR THROUGH THE PLATFORM AT ANY TIME WITHOUT NOTICE.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF THE PLATFORM, THE SERVICES OR THE PLATFORM CONTENT PROVIDED ON OR THROUGH THE PLATFORM, INCLUDING INACCURATE, UNRELIABLE, OUTDATED, LEGALLY IRRELEVANT OR MISLEADING CONTENT.

### **13. LIMITATION OF LIABILITY**

ANY LIABILITY OF THE COMPANY IS LIMITED TO FRAUD OR GROSS NEGLIGENCE.

TO THE EXTENT PERMITTED BY LAW, THE COMPANY'S TOTAL LIABILITY FOR ANY CLAIM UNDER THESE TERMS OF SERVICE, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE PRICE PAID FOR THE DOCUMENT YOU PURCHASED ON THE PLATFORM.

YOU AGREE THAT ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE OR YOUR USE OF THE PLATFORM, THE SERVICES OR THE PLATFORM CONTENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, YOUR CLAIM WILL BE PERMANENTLY TIME BARRED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES. TO THE EXTENT THAT THEY ARE HELD TO BE LEGALLY INVALID, DISCLAIMERS, THE PART OF THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THESE TERMS SHALL NOT APPLY AND ALL OTHER TERMS SHALL REMAIN IN FULL FORCE AND EFFECT.

### **14. PROSPECTUS / INVESTMENT DOCUMENTATION**

**YOU UNDERSTAND AND AGREE THAT THE COMPANY IS NOT THE AUTHOR OF THE DOCUMENTS AVAILABLE ON THE PLATFORM AND CANNOT BE HELD LIABLE FOR THEIR CONTENT PURSUANT TO THE FINANCIAL SERVICES ACT.**

**WHEN YOU PURCHASE DOCUMENTS FOR A FINANCING ROUND, INCLUDING PROSPECTUS OR INVESTMENT MEMORANDUM, YOU UNDERSTAND AND AGREE THAT THE DOCUMENTS ARE PROVIDED TO YOU "AS IS" IN A STANDARDIZED FORM AND THAT THE COMPANY CANNOT BE CONSIDERED AS BEING AUTHOR OR EVEN CONTRIBUTOR TO THOSE DOCUMENTS.**

**YOU ARE THEREFORE SOLELY RESPONSIBLE TO ENSURE THAT THE DOCUMENTS COMPLETED ARE COMPLETE, DO NOT CONTAIN MISLEADING INFORMATION AND ARE IN ALL POINTS COMPLIANT WITH THE LAW.**

**THE COMPANY RECOMMENDS YOU TO HAVE THE DOCUMENTS CHECKED BY A LEGAL ADVISOR BEFORE ISSUING ANY TYPE OF SECURITY ON THE BASIS OF THESE DOCUMENTS.**

## **15. System Downtime**

Since the Services are web-based, they might be subject to temporary downtime. From time to time we also update or maintain the Platform, which will result in the Platform not being available for a certain period of time. We do not warrant that the Platform and the Services operate uninterrupted or error free. We are not responsible for any damages or losses suffered by you as a result of any failure or interruption of the Platform, suspension of your access to the Platform, including any damage occurring as a direct or indirect result of a missed Delivery of Documents.

## **16. Force Majeure**

The Company shall not be liable for any delay or non-performance of its contractual obligations in the event of a Force majeure.

## **17. Modifications**

The Company reserves the right to make any changes to these Terms at any time, as the Company deems necessary or desirable. Your continued use of the Platform or the Services after any such changes or after explicitly accepting the new Terms, upon using the Services or the Platform shall constitute your consent to such changes.

If You do not agree to any modifications to these Terms, You should stop using the Services or the Platform. Your use of Services or the Platform following the date on which such amended Terms are published will constitute Your consent to the Terms.

## **18. No Waiver**

The Company's failure to enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

## **19. Severability**

These Terms and the Privacy Policy, subject to any amendments, shall constitute the entire agreement between you and the Company with respect to the Services provided on the Platform. If any provision of these Terms or Privacy Policy is found to be invalid by a court or competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

## **20. English Version**

If there is an inconsistency between any of the provisions of this English language version and a translated version of these Terms, the provisions of this English language version shall prevail. Any translated versions of the Terms or the Privacy Policy shall be for convenience only.

## **21. Governing Law and Jurisdiction**

These Terms and any claims arising therefrom shall be governed exclusively by Swiss substantive law, to the exclusion of any conflict rules arising from private international law.

Any dispute relating to the Terms, must be brought exclusively before the competent courts of the Canton de Vaud in Lausanne, subject to appeal to the Swiss Federal Court.