CARTLY Sàrl

TERMS AND CONDITIONS – AUGUST 2026 EDITION

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1. Preamble

1.1. The CARTLY® platform consists of a web application presented in the form of a website (https://cartlyapp.com/en/), together with virtual business cards in HTML format (hereinafter also the "**Platform**"), operated by the company CARTLY Sàrl (CHE-312.542.611) (hereinafter also the "**Provider**"), whose registered office is located at Route de Villars 23, 1700 Fribourg, Switzerland (hello@cartlyapp.com / +41 58 255 03 44).

1.2. CARTLY® offers its clients access to a Platform allowing the creation and management of virtual business cards that can be exchanged through various media – in particular by means of an Internet link sent via SMS, WhatsApp, or by scanning a QR code, as well as numerous other sharing methods available on the user's device (AirDrop, social networks, messaging applications, email, email signature, MS Teams, etc.) –, the sharing of contact information by means of virtual business cards, and the creation of email signatures (hereinafter also the "**Services**"). The Services are available in three plans: Starter account, Pro account and Business account. The details of these plans are presented on the Platform and may change at any time. The Platform enables the client/user (hereinafter also the "**User**") to create a personal account (hereinafter also the "**User Account**") allowing them to *upload* text, images, graphics, links, audio and/or video content, etc. (hereinafter also "**User Content**") in order to create, publish on the Internet and share their virtual business cards and email signatures. To access the Platform, the User must have a standard browser (e.g. Google Chrome, Firefox, Microsoft Edge, Safari, etc.) on a device with an Internet connection (e.g. computer, smartphone, tablet, etc.). With a Pro or Business account, the User may, through their User Account, grant access to the Services to other users under their control (hereinafter also "**Sub-users**"). For example, a company with a Business account comprising 250 virtual business cards may, as the User of a Business account, grant access to the Services to 250 of its employees, who will be its Sub-users. Sub-users also have a User Account onto which they may likewise *upload* User Content. In addition, any person consulting a CARTLY® virtual business card (hereinafter also "**Third-Party Contact**") may, by means of the "Send my contact" button (or equivalent) located on the virtual business cards, share User Content by means of an electronic form (hereinafter also "**Contact Form**") with a User or a Sub-user.

1.3. The Platform and the Services are intended exclusively for persons who are of **legal age** and capable of judgement.

1.4. Acceptance of these terms and conditions (hereinafter also the "**Terms and Conditions**") constitutes a contract (hereinafter also the "**Agreement**") entered into between the Provider and the User, the Sub-user or the Third-Party Contact, as applicable. The use of the Platform as well as the online sale of the Services and their use are governed exclusively by the Terms and Conditions, the Privacy Policy and the Cookie Policy, unless a specific agreement has been concluded between the Provider and the User. In the event of any conflict with a specific agreement, the clause set out in the specific agreement prevails.

1.5. **Please read the Terms and Conditions carefully.**

2. Ordering the Services

Starter and Pro accounts:

2.1. To create a Starter or Pro account, the Services are ordered, as a rule, on the Platform. The User must create a User Account by following a process at the end of which they are asked to select the "Subscribe" button (or equivalent). By selecting the "Subscribe" button (or equivalent) on the Platform, the User makes a binding offer to the Provider.

2.2. **In doing so, the User waives any right of withdrawal.**

2.3. The Provider will then confirm receipt of the offer and its contents without delay by email. This confirmation does not constitute acceptance of the offer.

2.4. The Provider may accept the User's offer either expressly or by providing the Services without reservation.

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Trial period:

2.5. When creating a Starter or Pro account, the User benefits from most of the features of a Pro account free of charge during a trial period of up to 30 days, for one card. At the end of this trial period, the account is automatically downgraded so that the User loses the features of the Pro account, unless they subscribe, before the end of the trial period, to a Pro or Business account. If the User subscribes to a Pro or Business account before the end of the trial period, they lose the remaining days of their trial period.

2.6. One of the features of the Pro account (and Business account) is the ability to customise the URL of the virtual business cards, whereas the URL of the cards of a Starter account is generated automatically and is not customisable. The User or Sub-user is made aware that if they had customised the URL of their card and their account is downgraded after the trial period, the customised URL of their card and the QR code attached to it will no longer work, and their card will only become accessible via a new automatically generated URL and a new QR code attached to it.

Business account:

2.7. To create a Business account, the User must contact the Provider directly via the Platform, by email, post or telephone, in order to request the ordering of the Services. In this case, the Provider is free to follow up or to refer the User to the Platform for the ordering of the desired Services.

3. Modification of the order

3.1. Except for Users who have ordered a Business plan directly from the Provider, the User of an account has the option, through the Platform, of modifying their order.

3.2. However, **a modification of the order does not give rise to any right to a refund of the amounts paid to the Provider**.

3.3. In all cases, the User is free to submit a modification request via the Platform. The Provider is free to follow up on it or not, as it sees fit and according to the terms it decides.

4. Price and payment

General:

4.1. The prices displayed on the Platform do not constitute offers and are without obligation. The applicable price is the one displayed on the Platform at the time of the order. The Provider may modify the price of the Services at any time; for current subscriptions, any modification takes effect only at the next renewal.

4.2. Payment by the User for the Services ordered on the Platform is made by credit card at the time of the order.

4.3. Another method of payment may be agreed where the Services are ordered through a channel other than the Platform, by direct agreement with the Provider.

4.4. **The User acknowledges and accepts that the Provider or its payment-processing partner is authorised to charge them for the Services on a recurring basis (for example monthly or annually) for as long as their subscription to the Services continues. Furthermore, the User acknowledges and accepts that their subscription to the Services continues until they cancel it or the Provider suspends or ceases to provide the Services.**

Late payment:

4.5. If an agreement is concluded between the Provider and the User to pay the price monthly or annually, any late payment will entitle the Provider to suspend the User's access to the Platform

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or to their User Account, or to delete their User Account, for as long as the Provider has not received the amount due.

Lump-sum collection-cost indemnity:

4.6. **A lump-sum indemnity of CHF 20.- is due as collection costs from the first unsuccessful reminder, in addition to the statutory default interest of 5% per annum (art. 104 para. 1 CO).**

4.7. Collection costs exceeding this amount are reserved. In addition, any further damage is reserved.

4.8. The User agrees to receive invoices, formal notices and any other correspondence in electronic form (via email or the Platform) or on paper.

5. Use of the Platform and provision of the Services

General:

5.1. The Platform aims to be available at all times, it being understood that maintenance (whether planned or unplanned) may disrupt its use.

5.2. The User acknowledges that the Platform may contain defects ("bugs") and that disruptions may occur.

5.3. The existence of such defects or interruptions in the operation of the Platform does not constitute a breach of the Terms and Conditions or of any agreement between the Provider and the User.

5.4. The Provider assumes no obligation other than that of providing the Services. In particular, the User is solely responsible for obtaining and maintaining an adequate IT infrastructure and appropriate security measures.

5.5. The Services are made accessible to the User within three working days after receipt of the payment made to the Provider.

5.6. **The Provider may suspend or modify, temporarily or permanently, the Services available on the Platform or access to the Platform at any time and without notice, without this giving rise to any compensation whatsoever to the User, the Sub-user or the Third-Party Contact.**

Pro and Business accounts:

5.7. The Sub-user acknowledges that their right to access the Platform and to use the Services is subject to the terms of a separate contract between the Provider and the User. The Sub-user's access to the Services may be revoked at any time by the User granting them access to the Services, in which case the Sub-user will lose all data and User Content associated with their account without any consideration.

6. Contact exchange

General:

6.1. The Platform enables a Third-Party Contact to exchange their personal information directly with a User or a Sub-user by means of the "Send my contact" button (or equivalent) displayed on the virtual business cards. This feature is used as follows: a User or a Sub-user shares their virtual business card with a Third-Party Contact, who then selects the "Send my contact" button (or equivalent) on the User's or Sub-user's virtual business card. The Third-Party Contact then fills in the required fields on the Contact Form and shares their information with the User or the Sub-user.

6.2. By using this feature, the Third-Party Contact expressly acknowledges that, by sharing their information with a User or a Sub-user, they also grant the Provider access to it.

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6.3. Furthermore, the Third-Party Contact expressly acknowledges that, by sharing their information with a Sub-user, they also grant access to it to the User who granted the Sub-user access to the Services (for example the employer of the Sub-user with whom the Third-Party Contact shares their information).

6.4. **The person with whom the Third-Party Contact shares their information is required to inform them of their status as a User or a Sub-user.**

6.5. Before sharing their information by means of the Contact Form, the Third-Party Contact must accept the Terms and Conditions and the Privacy Policy (checkboxes). With each exchange, the information communicated by the Third-Party Contact is recorded in the Provider's database and associated with the virtual business card as well as with the organisation of the recipient User or Sub-user, independently of any connection to a third-party service.

Integration with a third-party automation provider (CRM):

6.6. A User with a Pro or Business account may connect their account to a third-party automation provider (for example Zapier) in order to automatically route the exchanged contacts to their own customer relationship management (CRM) software or to other third-party tools of their choice. The User freely decides whether or not to activate this integration and to which destination(s) the data is routed. The Provider exercises no control over the User's CRM or other third-party tools.

6.7. When a contact is exchanged for a User or a Sub-user who has activated such an integration, the Provider automatically transmits, over a secure connection (HTTPS), the information communicated by the Third-Party Contact (in particular surname, first name, email address, telephone number, company, position and reason for the exchange) as well as technical identifiers relating to the card and its holder, to the endpoint configured by the User. The third-party automation provider then forwards this data to the User's CRM or other third-party tools, in accordance with the configuration defined by the latter.

6.8. The User is solely responsible for the choice, configuration and use of the third-party automation provider, of their CRM and of their other third-party tools, as well as for their compliance with applicable law. As the third-party automation provider (for example Zapier) is established in the United States and the final destination may be located in any country, the data may be transferred to and/or stored in systems located outside Switzerland and the European Economic Area, under the control and responsibility of the User. In this respect, the User acts as data controller and warrants that they have a valid legal basis, that they inform the data subjects and that they implement appropriate safeguards for such transfers. The User indemnifies the Provider against any damage, claim or penalty connected with the activation or use of this integration or with the breach of these obligations.

6.9. Access by the third-party automation provider is secured by an interface key (API) specific to the User's organisation and limited to that organisation's contacts. The User may revoke this connection at any time, which puts an end to any subsequent transmission. The Provider keeps transmission logs (including the data transmitted) for reliability and troubleshooting purposes, in accordance with the Privacy Policy.

6.10. The Provider declines all responsibility for the User's third-party automation provider, CRM and other third-party tools, as well as for the data processing carried out within those services, which are beyond the Provider's control.

7. User Content

7.1. In connection with the use of the Services, the User, the Sub-user or the Third-Party Contact may *upload* and share User Content (text, images, graphics, links, audio and/or video content, etc.).

7.2. The User, the Sub-user or the Third-Party Contact acknowledges that **by uploading or sharing User Content, this User Content becomes publicly accessible information and may**

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potentially be viewed by anyone using the Internet anywhere in the world and may be found through the use of search engines such as Google, Yahoo and others, as well as by artificial-intelligence models.

7.3. The User, the Sub-user or the Third-Party Contact acknowledges that they are solely responsible for their User Content and for the consequences of posting or sharing it.

7.4. Furthermore, the User, the Sub-user or the Third-Party Contact acknowledges that:

a) They hold (and continue to hold throughout the entire period of use of the Platform or the Services) all licences, rights, consents and authorisations necessary to enable the Provider to host and display the User Content on the Platform;

b) The User Content does not infringe any third-party rights;

c) The User Content is free of any harmful software (e.g. malware, viruses, Trojan horses, worms, etc.);

d) Any person identified or identifiable in the User Content is at least 18 years of age;

e) The User Content does not constitute or in any way encourage a criminal offence, does not engage the civil or criminal liability of the Provider and does not infringe the law or the rights of a third party.

7.5. Although the Provider has no obligation to verify the lawfulness of the User Content, **the Provider reserves the right to delete all or part of the User Content without informing the User, the Sub-user or the Third-Party Contact, and without stating any reason**.

8. Term, termination, cancellation of the subscription and closure of the User Account

Starter account:

8.1. In the case of a Starter account, this Agreement is concluded for an indefinite term.

8.2. The User may terminate the Agreement by permanently deleting their User Account.

Pro account:

8.3. In the case of a Pro account, this Agreement is concluded for a fixed term which, depending on the User's choice on the Platform, may be:

a) monthly;

b) annual;

c) lifetime. **The term "lifetime" refers to a maximum period of 20 years. The User is expressly made aware that the "lifetime" subscription is not free or perpetual access: it is a paid subscription that renews automatically and gives rise to recurring charging of the price according to the periodicity indicated on the Platform, within the limit of this maximum duration of 20 years.**

8.4. **At the end of the period for which the Services were ordered, the User's order renews automatically for a duration equivalent to that for which the Services were initially ordered, without any action being required on the part of the User or the Provider. In this case, the price of the Services for the following period is automatically charged via the means of payment indicated by the User on the Platform, at the price indicated on the Platform at the time of renewal.**

8.5. The User may terminate the Agreement by permanently deleting their User Account.

Business account:

8.6. In the case of a Business account, this Agreement is concluded for a fixed term in

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accordance with the specific agreement concluded between the User and the Provider.

8.7. The User may terminate the Agreement by permanently deleting their User Account.

Termination by the Provider:

8.8. Whatever the User's type of account, **the Provider may terminate the Agreement at any time and with immediate effect by email, post, and/or by deleting the User Account, if it considers that the User or a Sub-user is in breach of the Terms and Conditions** (including the obligation to pay the price in due time).

Consequences of termination or non-renewal:

8.9. In the event of termination of the Agreement by the User or by the Provider, or in the event of non-renewal of the Agreement, the User or the Sub-user will immediately lose access to the Platform, to their User Account, to the stored data and to the User Content (and therefore to their virtual business cards and email signatures). **The Provider has no obligation to retain the data of the User or the Sub-user, their virtual business cards, their email signatures or their User Content, and may delete them permanently and immediately.**

8.10. In the event of termination of the Agreement by the User or by the Provider, as well as where the User cancels their subscription to the Services without deleting their User Account, or in the event of non-renewal of the Agreement, **the amounts already paid by the User are not refunded**.

9. Obligations of the User, the Sub-user and the Third-Party Contact

9.1. The User, the Sub-user or the Third-Party Contact undertakes to use the Platform or the Contact Form in accordance with the Terms and Conditions.

9.2. The User, the Sub-user or the Third-Party Contact warrants that all the information they enter on the Platform or on the Contact Form is truthful and complete.

9.3. The User, the Sub-user or the Third-Party Contact remains solely responsible for the data they enter on the Platform or on the Contact Form. The User, the Sub-user or the Third-Party Contact is informed and accepts that the Platform can only fulfil its purpose if all the data is recorded in a complete, current and accurate manner. The User, the Sub-user or the Third-Party Contact is responsible for the retention of their data.

9.4. The User or the Sub-user undertakes to use secure passwords and not to disclose their access credentials to third parties.

9.5. **Where the User has a Pro or Business account, they undertake to ensure that each of their Sub-users complies with the Terms and Conditions, as well as the Privacy Policy and the Cookie Policy. In addition, the User is fully and entirely responsible for any breach of the Terms and Conditions, the Privacy Policy and/or the Cookie Policy committed by their Sub-users.**

9.6. When using the Platform, the User, the Sub-user or the Third-Party Contact undertakes not, whether directly or through a third party acting on behalf of or for the benefit of the User, the Sub-user or the Third-Party Contact, to:

a) Copy, modify, alter, adapt, make available, translate, reverse engineer, decompile or disassemble any part of the Platform, the User Content, the virtual business cards or the email signatures;

b) Copy, modify, alter, adapt or make available the computer code of the Platform;

c) Create a browser, frame, border environment or graphical interface around the Platform;

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d) Interfere with or disrupt the operation of the Platform, or of the servers or networks that host the Platform or carry out the Platform, or disobey any law or regulation or the requirements, procedures, policies or regulations of its servers or networks;

e) Impersonate any person or entity or provide false or misleading contact details and/or other personal information;

f) Transmit or otherwise make available, through or in connection with the Platform, any virus, "worm", "Trojan horse", "time bomb", "web bug", spyware, or any other computer code, file, application or program that is malicious in nature or defective, and that may, or is intended to, damage or hijack the operation of any hardware, software or telecommunications equipment, or any other code or component that is actually or potentially harmful, disruptive or invasive;

g) Use the Platform, the website, the web application, a virtual business card, or other contact details for illegal, unlawful or unauthorised purposes;

h) Use the Platform and/or contact details for purposes of harassment, stalking, contempt, mockery, humiliation, offence, provocation, violence or for any other purpose that may harm the rights of other natural or legal persons;

i) Sell or grant access, free of charge or in exchange for any consideration, to their User Account or to access to the Services to third parties.

9.7. Failure to comply with the above provisions may result in the suspension, blocking or deletion of access to the Platform and of the User Content of the User and/or the Sub-users. The Provider's right of termination is reserved. The User, the Sub-user or the Third-Party Contact may, in addition, be exposed to civil and/or criminal proceedings.

10. Prohibition of assignment

10.1. The User, the Sub-user or the Third-Party Contact may not assign or transfer to a third party, in any manner whatsoever, their rights arising from the Terms and Conditions, the Privacy Policy, the Cookie Policy or any contract concluded with the Provider.

11. Waiver and invalidity

11.1. The fact that the Provider does not enforce one of the provisions of the Terms and Conditions shall not be construed as a waiver or affect its rights to take subsequent measures.

11.2. If the Provider offers services not provided for in the Terms and Conditions, it does so at its own discretion, this entails no obligation and it may cease at any time without compensation.

11.3. The invalidity of one clause of the Terms and Conditions does not entail the invalidity of the other clauses of the Terms and Conditions.

12. Intellectual property

12.1. The Provider holds all intellectual property rights (including copyright) in the Platform and the Services. No ownership right is transferred to the User, the Sub-user or the Third-Party Contact under the Terms and Conditions or in connection with the provision of the Services.

12.2. Accordingly, the Provider is the exclusive holder of the intellectual property rights, in particular:

a) In the Platform, and in particular in its tree structure, the organisation and headings of its sections, the visual and graphic identity, its design, its ergonomics, its features, the texts, animated or still images, sounds, know-how, drawings, graphics and any other element making up the Platform;

b) In the databases, their structure and their contents, designed and managed by the Provider for the purposes of operating the Platform;

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c) In all the design elements of the Platform, whether graphic or technical;

d) In the virtual business cards (features, design, etc.);

e) In the email signatures (features, design, etc.);

f) In the names and signs "CARTLY", "CARTLYAPP" or "Cartly Sàrl", acronyms, logos, colours, graphics, or other signs that may be used, produced or implemented by the Provider on the Platform or the Services.

12.3. It is therefore prohibited to reproduce in any form whatsoever, directly or indirectly, the elements referred to above, as well as to alter the trademarks, patents, names, acronyms, logos, colours, graphics or other signs appearing on the elements made available on the Platform, and more generally, to use or exploit these elements otherwise than within the framework defined by the Terms and Conditions or indicated directly on the Platform.

12.4. By publishing or sharing User Content, the User, the Sub-user or the Third-Party Contact grants the Provider a worldwide, non-exclusive, royalty-free, transferable and sub-licensable contractual right necessary to use or exploit this content within the framework defined by the Terms and Conditions or indicated directly on the Platform, on the virtual business cards or on the email signatures.

13. Processing of personal data and security

13.1. The Provider takes data protection very seriously and undertakes to protect the personal data of the User, the Sub-user or the Third-Party Contact. The Provider thus complies with the General Data Protection Regulation (GDPR) of the European Union and with the Swiss Federal Act on Data Protection (FADP).

13.2. The Platform (https://cartlyapp.com/en/) offers an interface featuring adequate technical measures to ensure the security and integrity of the data.

13.3. The Provider has put in place a Privacy Policy and a Cookie Policy which form an integral part of the Terms and Conditions. The Privacy Policy may be consulted here [https://cartlyapp.com/files/Privacy-policy.pdf] and the Cookie Policy may be consulted here [https://cartlyapp.com/files/Cookie-policy.pdf].

13.4. By accepting the Terms and Conditions, the User, the Sub-user or the Third-Party Contact acknowledges having read and understood the Privacy Policy and the Cookie Policy.

13.5. The User, the Sub-user or the Third-Party Contact remains fully responsible for all of their data processed on the Platform.

13.6. The User, the Sub-user or the Third-Party Contact undertakes to comply with all applicable data-protection rules and will indemnify the Provider against any direct, indirect or consequential damage connected with a possible breach of those rules.

13.7. **The data communicated to the Provider may be processed in Switzerland, in the European Union and the European Economic Area, as well as in the United States. Any transfer outside Switzerland or the EEA is carried out on the basis of an adequacy decision – in particular the Swiss-U.S. Data Privacy Framework where the recipient is certified thereunder – or, failing that, of appropriate safeguards within the meaning of art. 16 et seq. FADP and art. 44 et seq. GDPR (standard contractual clauses). The arrangements are detailed in the Privacy Policy.**

13.8. In the event of withdrawal of the User's consent to the processing of personal data carried out by the Provider, the User or the Sub-user will immediately lose access to the Platform, to their User Account, to the stored data and to the User Content. **The Provider has no obligation to retain the data of the User, the Sub-user or the Third-Party Contact, or their User Content, and may delete its data permanently and immediately, without this giving the User, the Sub-user or the Third-Party Contact any claim whatsoever against the Provider.**

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14. Exclusion of liability

14.1. **Any contractual or non-contractual liability of the Provider in connection with this Agreement and the use of the Platform and the Services is excluded to the maximum extent permitted by law.** In particular, the contractual or non-contractual liability of the Provider is excluded for any damage, whether direct, indirect or consequential, as well as for damage in connection with the corruption or loss of data, loss of profit or loss of *goodwill*.

14.2. **Any contractual or non-contractual liability of the Provider for the acts or omissions of its auxiliaries or of third parties is also excluded to the maximum extent permitted by law.** The Provider thus has no contractual or non-contractual liability in connection with the acts or omissions of the service providers collaborating with the Provider, e.g. hosting providers or payment-method providers.

14.3. The Provider excludes, to the maximum extent permitted by law, any contractual or non-contractual liability in connection with the User Content.

14.4. Reserved are the Provider's liability in the event of wilful misconduct or gross negligence, as well as any liability that the law mandatorily excludes from any limitation, in particular in the event of death or personal injury.

15. Languages

15.1. The User, the Sub-user or the Third-Party Contact may consult the Terms and Conditions, the Privacy Policy and the Cookie Policy in different languages. **The User, the Sub-user or the Third-Party Contact who consults the Terms and Conditions, the Privacy Policy or the Cookie Policy in a language other than French acknowledges that this is an automated translation, without legal value, provided for information purposes, of the original version written in French.** In the event of contradictions or possible differing interpretations between the various versions, **only the French version is authoritative and has legal value**.

16. Modification of the Terms and Conditions

16.1. **The Provider may modify the Terms and Conditions, in particular to take account of the evolution of the Services, of technical or operational reasons or of legal requirements.**

16.2. In the event of substantial modifications to the Terms and Conditions, the User will be kept informed by email or via the Platform.

16.3. **The User is required to inform their Sub-users without delay of any modification to the Terms and Conditions.**

16.4. Any new version of the Terms and Conditions will enter into force immediately after its publication on the Platform, unless otherwise indicated. **As regards substantial modifications, the User is informed thereof, as a rule by email, at least 30 days before they enter into force. Failing objection on the User's part before that date, the modifications are deemed accepted. In the event of objection, the User may terminate the Agreement with effect from the date of entry into force of the new Terms and Conditions; the amounts already paid for the period after termination are not refunded.**

16.5. **In the event of disagreement with the new Terms and Conditions, the User, the Sub-user or the Third-Party Contact must immediately cease using the Platform and the Services. In addition, the User must delete their User Account without delay. Deletion of the User Account entails the permanent deletion of all User Content. In this case, the User is not entitled to a refund of payments already made.**

17. Severability clause

17.1. The invalidity or unenforceability of certain provisions of these Terms and Conditions does

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not affect their legal validity as a whole. In place of the inadequate provision, a regulation is to be agreed that corresponds to the parties' original legal and economic objective *bona fide* or comes as close to it as possible.

18. Governing law and place of jurisdiction

18.1. Any dispute, whether of a contractual or non-contractual nature, arising from the Terms and Conditions, from any agreement between the Provider and the User, a Sub-user or a Third-Party Contact, and/or connected with the use of the Platform or the Services, is governed by Swiss law, to the exclusion of the rules of private international law and of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Where the User acts as a consumer, this choice does not deprive them of the protection afforded to them by the mandatory provisions of the law of their State of domicile.

18.2. The exclusive place of jurisdiction for any dispute, whether of a contractual or non-contractual nature, arising from the Terms and Conditions, from any agreement between the Provider and the User, a Sub-user or a Third-Party Contact, and/or connected with the use of the Platform or the Services, is Fribourg, district of the Sarine, Switzerland. Recourse to the Federal Supreme Court is reserved. Mandatory statutory provisions remain reserved.

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