

General Terms and Conditions of Conscious Life AG (GTC)

These GTC constitute a contract between you and Conscious Life AG (**Conscious Life**) for the use of the Conscious:Love platform (hereinafter **Conscious:Love**).

We want you to know your rights and our rights before you use Conscious:Love via the Website or the App. Once you access, view or use Conscious:Love, you are legally bound to comply with these GTC.

1. Authorisation

- 1.1 Before you can use Conscious:Love via the app or the browser, you must create a **profile**. When creating the profile you agree to these terms and conditions, otherwise the profile cannot be created.
- 1.2 You are not authorised to create an account or to access or use the service or the systems on which it resides unless all of the following apply:
 - i. You are at least 18 years old;
 - ii. You can sign a binding contract with Conscious Life;
 - iii. In your country of residence, you are legally entitled to use this service;
 - iv. You will comply with these GTC and all applicable local, state, national and international laws, rules and regulations; and
 - v. You have not at any time committed a felony or an offence (or a crime of similar magnitude), a sex crime, or a crime involving violence, and that you are not listed as a sex offender on any state or local sex offender registry.
- 1.3 Unfortunately, we cannot allow you to use another person's profile or share your profile with another person without permission.
- 1.4 If you want to delete your profile, you can do so at any time. After logging in, simply go to the settings and select "Delete account and profile". Your profile will be deleted immediately. Your profile information will be handled in accordance with our privacy policy.
- 1.5 If you do not use your profile for a period of 90 calendar days, i.e. do not log in, we will automatically delete your profile. If you want to log in again after this period, you will have to register again.
- 1.6 We reserve the right, in our sole discretion, to delete or block any profile, restrict access to Conscious:Love or take any operational, technical, legal or other action at any time, without liability and without notice, to ensure compliance with the GTC (which includes, without limitation, blocking specific IP addresses).
- 1.7 Without limiting the foregoing in any way, we expressly reserve the right to terminate or suspend your account without notice (i) for breach of these GTC, (ii) based on your conduct on Conscious:Love or your conduct towards other users (including your "offline" conduct) if we determine, in our sole discretion, that your conduct has been inappropriate or unacceptable, or (iii) for any

reason we determine, in our sole discretion, justifies termination of the account. If your account is terminated or suspended, you agree that you will not receive a refund for any paid services or features for which you have already paid.

2. Content types

2.1 Conscious:Love gives you access to three types of content:

- i. content uploaded and provided by you (**your content**);
- ii. content provided by other users (**other users' content**); and
- iii. content (including, without limitation, database(s) and/or software) provided by Conscious Life (**our Content**).

2.2 Certain content is not allowed on Conscious:Love. Our users should be allowed to express themselves and post freely, but we have to draw boundaries when the content:

- i. contain language or images that could be considered offensive or are likely to harass, annoy, embarrass, alarm or disturb another person (including, without limitation, language that may be considered discriminatory against a person's race, colour, ethnicity, national origin, religion, disability, sexual orientation, gender expression, gender identity, attitude to vaccines or physical appearance);
- ii. obscene, pornographic, violent or otherwise likely to offend human dignity (including, without limitation, speech that may be considered discriminatory against a person's race, colour, ethnicity, national origin, religion, disability, sexual orientation, gender expression, gender identity or physical appearance);
- iii. are offensive, hurtful or threatening, discriminatory or promote or encourage racism, sexism, hatred or bigotry (including, without limitation, language that may be considered discriminatory against any person on the basis of race, colour, ethnicity, national origin, religion, disability, sexual orientation, gender expression, gender identity or appearance);
- iv. promote any kind of unlawful activity, including without any limitation: terrorism, incitement to racial discrimination or a submission of what in itself constitutes the commission of a criminal offence;
- v. is slanderous or defamatory;
- vi. relate to commercial activities (including, without limitation, sales, competitions and advertising, links to other websites or premium rate telephone numbers);
- vii. include the sending of "junk" or "spam";
- viii. contain any form of spyware, adware, viruses, corrupted files, programs or other destructive code designed to interrupt, damage or limit the functionality of software, hardware, telephone systems, networks, servers or other equipment, or which contains a

Trojan horse or any other form of material designed to harm, disrupt or expropriate data and personal information, whether from Conscious Life or otherwise; or

- ix. in themselves or by publication infringe the rights of third parties (this includes, without limitation, intellectual property rights and personal rights);
- x. show another person and were created or disseminated without the consent of the data subject;
- xi. are harmful to minors; or
- xii. impersonating another person, including misrepresenting one's name.

2.3 Conscious Life practices a zero tolerance policy for this type of content.

3. Your contents

3.1 Conscious:Love is a public platform, so your content is visible to other Conscious:Love users around the world as soon as it is published. You should therefore think carefully about whether you really want to share your content with others. You agree that your content can be seen by other users and people who participate in Conscious:Love.

3.2 By uploading your content to Conscious:Love, you represent and warrant to us that you have the necessary rights and licenses to do so and automatically grant us the right to a non-exclusive, royalty-free, perpetual, worldwide license to use such content on Conscious:Love (including, without limitation, editing, copying, modifying, adapting, translating, reformatting, creating derivative works, incorporating into other works for making available on Conscious:Love).

3.3 For the use of your content for advertising purposes and in particular testimonials, we will obtain explicit consent and a corresponding licence from you.

3.4 We have no obligation to store your content for memory purposes, for example - if it is important, you should make a copy as a back-up solution.

3.5 In order for us to prevent unauthorised use of your content by other users or third parties outside of Conscious:Love, you authorise us to act on your behalf with respect to such infringing and/or unauthorised uses. This expressly includes the authority, but not the obligation, for us to send takedown notices on your behalf if your content is accessed and used by third parties outside of Conscious:Love.

4. Contents of other users

4.1 Other Conscious:Love users also share their content through Conscious:Love. The content of other users is the property of the person posting the content. It is stored on our servers and made publicly available via Conscious:Love with the consent of the user providing the content.

4.2 You have no rights to the content of other members and may only use the personal information of other Conscious:Love users to the extent that this is consistent with the purpose of Consci-

ous:Love as a dating platform. You are not allowed to use other users' information for commercial purposes, sending spam, harassment, stalking or unlawful threats. In case of misuse of information about other users, we reserve the right to delete your profile.

5. Conscious:Love contents

5.1 All other text, content, graphics, user interfaces, trademarks, logos, sounds, images and other intellectual property displayed on Conscious:Love, as well as the Conscious:Love software and database(s) are owned by us or our licensors. This content is controlled or licensed by us and is protected by copyright, trademark, data, database right and/or other intellectual property rights. All rights in our content remain with us at all times.

5.2 We grant you a non-exclusive, limited, personal, non-transferable and revocable licence - without the right to grant a sub-licence - to access and use our content, subject to the following conditions:

- i. you will only use, sell, modify or distribute our content to the extent permitted by Conscious:Love's features;
- ii. you do not create any products derived from our content or scrap, disable, decompile, analyse or in any way commercially exploit our content in whole or in part; and
- iii. you use our content exclusively for lawful purposes.

5.3 All other rights reserved.

6. No obligation to pre-screen content

Because Conscious:Love is an online community, we generally try not to interfere and therefore do not assume any obligation to pre-screen your content or member content. However, there may be times when we need to intervene and we reserve the right to review, pre-screen, refuse and/or remove member content and your content in serious cases, including content exchanged between users in direct messages.

7. Restrictions for Conscious:Love

7.1 You agree to:

- i. comply with all applicable laws, including but not limited to data protection laws, intellectual property rights, anti-spam laws and other legal requirements;
- ii. use your real name and age when creating your account and on your profile, and do not misrepresent your vaccination status; and
- iii. use the service in a professional manner.

7.2 You agree that you:

- i. do not act unlawfully or unprofessionally and are not dishonest, offensive or discriminatory;

- ii. do not misrepresent your identity, age, current or former positions, qualifications or affiliations with any person or organisation;
- iii. do not share information that you do not have permission to share;
- iv. you do not stalk or harass other Conscious:Love users;
- v. do not create or operate a pyramid scheme, fraud or other similar practices, or;
- vi. do not develop, support or use any software, device, script, robot, other type of mobile code or other means or process (including crawlers, browser plug-ins and add-on or other technologies) to scrape or otherwise extract Conscious Life or its Services or copy profiles and other data from the Services.

7.3 You also accept the following conditions:

- i. You are solely responsible and liable for all activities and conduct on Conscious:Love. This includes all content, images, videos, text, comments and postings shared under your username on Conscious:Love.
- ii. The use of strong language within one's own profile, in comments or posts in groups or forums is prohibited.
- iii. Other users must not be harassed, threatened, insulted, harassed, insulted or aggressively approached.
- iv. You are responsible for validating all information provided by other users on Conscious:Love and in their profiles.
- v. You bear full responsibility and liability should you come to harm during a personal meeting with another Conscious:Love user.
- vi. In your profile, only information about you personally is displayed, i.e. pictures that have a personal/private reference to you or pictures that depict you personally or your hobbies.
- vii. The publication of private contact details such as mobile phone number, Telegram contact or email address in the profile is prohibited.
- viii. For discussions on any topic and for sharing content that has no personal connection to you, use the forum.

7.4 We are against any kind of inappropriate behaviour in our community. You can report abuse or complaints about member content by contacting us at support@conscious-love.com and giving us a brief description of the abuse or complaint. You can also report a user directly from a profile or in chat using the report function provided there. We reserve the right to investigate possible violations of these Terms, the rights of any Conscious:Love user or the rights of any third party, and we may, in our sole discretion, terminate a user's right to use Conscious:Love without notice and/or remove any objectionable, infringing or otherwise unauthorised content posted on Conscious:Love.

- 7.5 We have no control over the things our users say or do. You are therefore solely responsible for your interactions with other users on Conscious:Love.
- 7.6 You accept that Conscious Life does not conduct criminal background checks on Conscious:Love users. Conscious Life does not investigate the backgrounds of Conscious:Love users or attempt to verify the statements of its users. Conscious Life makes no representations or warranties regarding the conduct of users or their compatibility with current or future users.
- 7.7 You agree, and hereby do, to indemnify and hold Conscious Life and its successors harmless from and against any and all claims, demands, losses, damages, rights and actions of any kind, including personal injury, death and property damage, arising either directly or indirectly from your interactions with or conduct of other Conscious:Love users.
- 7.8 Scraping (reading text from computer screens or similar) or reproduction of any part of Conscious:Love without prior permission is expressly prohibited. This includes all methods (automatic and otherwise) other than the user interfaces currently provided and made available by us - unless we have expressly authorised you to do so in a separate agreement.

8. Data protection

For information about how Conscious Life collects, uses and discloses your personal information, please see our Privacy Policy.

9. Terms of payment

- 9.1 Conscious Life may offer products and services for purchase. If you choose to make a purchase, you acknowledge and agree that additional terms may apply, which will be communicated to you at the time of purchase, and that such additional terms are incorporated herein by reference.
- 9.2 You can make a purchase using the following payment methods (**Payment Method**): (a) bank transfer or (b) payment with your credit card, debit card or PayPal account processed by a third party service provider. Once you have made a purchase, you authorise us to charge your chosen payment method. If we do not receive payment through your chosen payment method, you agree to pay all amounts due immediately upon our request.
- 9.3 Conscious Life offers subscriptions with different terms, which are not subject to automatic renewal (**Premium Services**). If you wish to continue to receive Premium services after the expiry of the term, it is necessary to select and book the desired subscription again. Otherwise your profile will automatically be changed from Premium to Basic and the respective functionalities will be restricted accordingly.
- 9.4 Generally, all charges for purchases are non-refundable and there are no refunds or credits for partially used periods.

10. Disclaimer

- 10.1 Conscious:Love and our Content and that of our users are provided to you on an "as is", or "as available" basis and therefore without warranty of any kind, either express or implied. This disclaimer includes, without limitation, the warranties of fitness for a particular purpose, title and

non-infringement. Without limiting the foregoing, we do not warrant the compatibility of any matches.

- 10.2 If applicable law does not permit the foregoing disclaimer of express or implied warranties, we grant the minimum express or implied warranty required by applicable law. No advice or information, whether oral or written, shall create any warranty, representation or guarantee not expressly stated in these GTC.
- 10.3 In addition, we do not warrant that Conscious:Love will be uninterrupted, secure or error-free, or that your use of Conscious:Love will meet your expectations, or that Conscious:Love, our content, member content or any part thereof will be correct, accurate or reliable. Your use of Conscious:Love is at your own risk. You are solely responsible for your interactions with other users. Conscious Life is not responsible for the conduct of any user. Conscious Life does not conduct background checks on Conscious:Love users.

11. Limitation of liability

- 11.1 Neither we nor any individual business owner will be liable for any direct or incidental damages, including without limitation, any loss of data, revenue, profits, or loss of or damage to property, or claims made by third parties arising out of your use of Conscious:Love, our content or user content, whether based on breach of contract, tort (including negligence), breach of proprietary rights, product liability claims or otherwise.
- 11.2 The foregoing shall apply even if we have been advised of the possibility of such damage or loss. If at any time you are no longer satisfied with Conscious:Love, your sole remedy is to discontinue using Conscious:Love.

12. Indemnity

- 12.1 You are responsible for all actions taken and information posted by you on Conscious:Love. Therefore, you agree to indemnify, defend and hold us and our affiliates, licensors, subsidiaries, contractors, managers, directors, employees, representatives and agents harmless from and against any and all damages, liabilities and other claims, actions, proceedings, losses, costs and expenses (including reasonable court costs and attorneys' fees) brought by or arising from any third party that is a direct or indirect consequence of any of the following:
- i. Negligent acts, omissions or wilful misconduct on your part;
 - ii. Access and use of Conscious:Love on your part;
 - iii. Upload or distribute content through Conscious:Love by you;
 - iv. Breach of these GTC by you; and/or
 - v. Violation of laws or third party rights on your part.
- 12.2 We reserve the right to settle, compromise or compromise any claim or cause of action brought against us without your prior consent. If we ask, you will cooperate in our defence as we request.

13. Procedure for copyright infringement claims

- 13.1 If you believe that any content on Conscious:Love infringes the copyright in a work owned by you, please submit a notification of such infringement to support@conscious-love.com. The notification must contain the following:
- i. The physical or electronic signature of a person authorised to act on behalf of the holder of an exclusive right that is allegedly infringed;
 - ii. Identification of the copyrighted work(s) claimed to have been infringed or, if multiple copyrighted works on a single website are covered by a single notification, a representative list of such works;
 - iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
 - iv. Information that is sufficient for the service provider to be able to contact you, e.g. address, telephone number and, if applicable, e-mail address;
 - v. A statement that you have a good faith belief that use of the disputed material is not authorized by the copyright owner, its agent, or the law; and
 - vi. A statement that the information in the notification is accurate and that you are authorized to act on behalf of the rightholder whose exclusive rights are allegedly infringed. We reserve the right to verify this.

14. Third-party provider

In the event of a conflict between the applicable terms and conditions of a third party service provider or mobile service provider and these terms, the terms and conditions of the third party service provider or mobile service provider will govern. We are not responsible for and accept no liability whatsoever for any third party goods or services you receive through a third party provider or mobile operator. We encourage you to make all necessary and reasonable enquiries before making any transaction with any such third party provider.

15. Cancellation

- 15.1 These terms commence on the date you accept them and continue until terminated in accordance with the terms herein.
- 15.2 If you wish to terminate these terms, you may do so by (a) notifying us and (b) closing your account. Your notice of termination should be sent to the address provided by us below. Please note that if you cancel this GTC, your subscription will continue until the end of the subscription period for which the relevant fees were paid and you will not be entitled to a refund. This does not include a 14-day right of cancellation which we grant you after you have taken out a subscription.
- 15.3 Conscious Life may terminate or suspend these Terms and Conditions, including your account, if you breach these Terms and Conditions or if Conscious Life is required to do so by applicable

law. You agree that any termination for cause shall be at the sole discretion of Conscious Life and that Conscious Life shall not be liable to you or any third party for any termination of your account.

15.4 In the event that Conscious Life determines, in its sole discretion, that you have violated any part of these Terms or otherwise engaged in conduct unbecoming Conscious:Love, Conscious Life reserves the right to: (a) warn you by email (to any email addresses you have provided to Conscious Life) that you have violated the Terms; (b) delete your User Content; (c) terminate your account; (d) terminate your subscriptions; (e) notify and/or send your User Content to the appropriate law enforcement authorities and/or cooperate fully with them for further action; and/or (f) take any other action Conscious Life deems appropriate.

15.5 Termination of these GTC or your account includes removal of access to your account and all related information and content associated with or contained in your account.

16. Various provisions

16.1 Entire agreement

These GTC, including their annexes and the documents referred to in them, contain the entire agreement between the parties on the subject matter of the GTC. These GTC supersede any prior written or oral agreements or understandings relating to the subject matter of these GTC.

16.2 Severability clause

Each provision of these Terms shall be construed so as to be valid and enforceable under the applicable law. If any material provision of these GTCs is unenforceable or invalid under applicable law, it shall cease to be enforceable only to the extent of its unenforceability or invalidity and shall otherwise be replaced by a valid and enforceable provision that reflects, as nearly as possible, the legal and economic intent of the invalid provision. The remaining provisions of these GTCs shall remain binding and in force. The same applies to loopholes in the contract.

16.3 Prohibition of assignment

The parties are prohibited from assigning or transferring these GTC or any rights or obligations under these GTC in whole or in part to any third party without the prior written consent of the other party. Any assignment or transfer made without prior written consent shall be void.

17. Applicable law and place of jurisdiction

17.1 Applicable law

These GTC are governed by Swiss substantive law, excluding the provisions of conflict of laws and the Vienna Sales Convention.

17.2 Place of jurisdiction

The ordinary courts at the registered office of Conscious Life shall have exclusive jurisdiction over all disputes arising out of or in connection with these GTC, including disputes concerning

their valid conclusion, validity, interpretation, performance, infringement, amendment or dissolution, as well as non-contractual claims raised in connection therewith.