

# Terms of Use Conscious Life AG

These Terms of Use (the **Terms of Use**), together with our Privacy Policy (the **Privacy Policy**), apply to all use of our Platform including the Website, Application and all data, information, tools and services available on our Platform (together the **Website**).

**You may only use the website on condition that you understand and accept the Terms of Use and the Privacy Policy and are at least 18 years of age. Any further use of the Website or any part thereof means that you have read and understood the Terms of Use and the Privacy Policy and agree to be bound by all parts of the Terms of Use. Conscious Life reserves the right to exclude users from the website and in particular from the platform in the event of violations.**

## 1. Application of these terms of use

These Terms of Use apply to your use of the website or any part of the website.

## 2. User behaviour

Users may not misuse the website and are prohibited from processing material and/or information through the website:

- that is threatening, defamatory, obscene, indecent, inflammatory, offensive, pornographic, abusive, racist, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, invasive of privacy or likely to cause annoyance or inconvenience; or
- for which they do not have all the necessary licences and/or permits; or
- which constitutes or encourages conduct that would be considered a criminal offence in any jurisdiction, give rise to civil liability or otherwise violate the law of or infringe the rights of a third party;
- which is intended to obtain money or other benefits of monetary value from other users or has other fraudulent aims as its purpose;
- that qualifies as advertising; or
- which are technically harmful (including but not limited to computer viruses, logic bombs, Trojan horses, worms, malicious components, corrupted data or other malicious software or harmful data).

## 3. Liability

The content of this website has been prepared with care, but Conscious Life cannot guarantee its completeness and/or accuracy. From the website, the connection and dating platform can be accessed and various relationship information is also provided on the website. Conscious Life may change or modify its services and the information provided at any time without prior notice. The information provided on the Website should not be construed as advice. The information on the website is of a general nature. Furthermore, Conscious Life has no influence on the content (e.g. images, videos, texts and other content) which is disseminated on the platform and cannot accept any liability for it.

All representations and warranties are excluded, including warranties as to fitness for a particular purpose.

**Neither Conscious Life nor any of its affiliates, agents, contractors or licensors shall be liable for any loss, injury or damage** (including but not limited to direct, indirect, punitive or consequential damages, loss of income, profits, goodwill, data, contracts, use of money or any loss or damage arising out of or in any way connected with any business interruption). This is irrespective of whether such damages were foreseeable, known or otherwise apparent or were advised of the possibility of such damages. Conscious Life shall not be liable in tort (including for and without limitation

negligence), contract or otherwise. Further, Conscious Life shall not be liable, without limitation, for any contingencies beyond its control in obtaining, compiling, interpreting, reporting or delivering data, and for any conclusions drawn, decisions made or actions taken as a result of the use of the website or any part thereof.

Nothing in these Terms of Use excludes or limits Conscious Life's liability (i) for fraud or gross negligence, (ii) for death or personal injury caused by Conscious Life, or (iii) which cannot be excluded or limited under applicable law.

**You agree to defend, indemnify and hold harmless Conscious Life and its affiliates, agents, contractors and licensors, and their respective directors, officers, employees, representatives and independent contractors from and against any and all damages, claims and expenses, including reasonable attorneys' fees, arising out of or in connection with your misuse of the Website, i.e., any use of the Website in violation of these Terms of Use or applicable law or regulation.**

#### **4. Forward-looking information**

The content of the Conscious Life website may contain forward-looking information. It is hereby expressly stated that this information is subject to considerable uncertainty and may differ from actual results.

#### **5. Third party websites (links)**

The website may contain links to third party websites. Conscious Life has no influence on these websites and accepts no liability for the accuracy, completeness and legality of the content of these websites or for the information, products and services offered there.

#### **6. Intellectual property rights, confidential information and trade secrets**

You acknowledge and agree that the Website and all parts thereof may be protected by copyright or other intellectual property or unfair competition laws and are and shall remain the property of Conscious Life and/or its licensors. Such content may only be used in accordance with these Terms of Use, or pursuant to a different agreement between you and Conscious Life, as applicable, and in compliance with all applicable laws and regulations. Any unauthorised use is strictly prohibited.

All brand names, trademarks, service marks and other product and service names and logos, whether registered or unregistered, on the Website are the property of their respective owners and protected by applicable law.

The complete or partial reproduction, distribution, modification, linking or use for commercial or public purposes and any kind of exploitation outside the limits of copyright law requires the prior written consent of Conscious Life. No licence to use the intellectual property of third parties is granted by this website. All rights not expressly granted in these terms and conditions are reserved.

#### **7. Confidentiality and data protection**

Insofar as personal data is processed on this website, please refer to Conscious Life's data protection declaration regarding the handling of this data.

#### **8. Changes**

We reserve the right to make improvements or changes to these Terms of Use and the content of this website at any time without prior notice. These Terms of Use were last amended on 01 August 2022 .

#### **9. Final provisions**

If any provision of these Terms of Use is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. If you believe that you have rights other than or in addition to

those set out in these Terms of Use under mandatory applicable law, please notify us immediately so that we can provide an alternative solution.

Our failure to enforce strict compliance with any of these Terms of Use shall not be deemed a waiver of any rights and/or obligations.

#### **10. Applicable law and place of jurisdiction**

These Terms of Use are governed by the substantive law of Switzerland, unless the law of another country is mandatory.

The place of jurisdiction for all disputes arising from and in connection with this website is at the registered office of Conscious Life Ltd, unless another place of jurisdiction is mandatory.

#### **11. Contact us!**

If you have any comments or questions about these Terms of Use or our website, please contact us by email at [datenschutz@colifeag.com](mailto:datenschutz@colifeag.com).