

TERMS OF USE

PARTNERS NETWORK PLATFORM

Date: October 25, 2021

These Terms govern any use of the Platform operated by Greater Geneva Bern area (GGBa), Av. Gratta-Paille 2, 1018 Lausanne, Suisse.

By accessing or using the Platform, User and Partner agree to follow and to be bound by these Terms.

**If User does not agree with these Terms, he/she/it should refrain from browsing the Platform.
If Partner does not agree with these Terms, he/she/it should refrain from creating a Partner's profile.**

1. DEFINITIONS

Cookies means a piece of information that is placed automatically on User's electronic device's hard drive when he/she/it accesses the Platform.

Force Majeure Event shall mean the circumstances beyond the reasonable control of GGBa, including natural phenomena, government measures, acts of terrorism, demonstrations, fires, explosions, floods, epidemics, pandemics, lockdown measures, blockades, strikes or other labor disputes, market fall, stock market and economy crashes, problem in the blockchain system, IT system attacks, accidents, factory breakdowns, impediments or delays on the part of transporters, impossibility or delay in obtaining supplies or appropriate and necessary equipment, seizure, sequestration or other measures taken by or on the orders of an apparently competent authority and all other acts which are neither foreseeable nor attributable to GGBa and which are objectively of such a nature as to delay the provision of the Platform and its Functionalities.

Functionality(-ies) shall mean the functionalities of the Platform, *i.e.* essentially the possibility to consult all the information contained in it, as well as the possibility for the User to learn information about Partners by consulting their profile and to contact them.

Unless stated otherwise, any reference to the Platform shall include its Functionalities.

GetProven shall mean GetProven Ltd, a company headquartered in the United States of America having its registered address at 68 Harriet St, Unit 10, San Francisco, CA 94103, USA.

GGBa shall mean Greater Geneva Bern area, Invest Western Switzerland, a Swiss based association registered under the identification number CHE-115.387.323 and having its registered address at Avenue de Gratta-Paille 2, 1018 Lausanne

Intellectual Property Rights shall mean copyrights, patent rights, registered design rights, design rights, database rights, service mark rights, trademark rights, trade secrets, know-how, confidential information, business names and any other similar protected

rights in any country or any other proprietary or industrial right, whether registered or unregistered (including applications for any of the foregoing).

Partner(s) shall mean the companies, persons and other entities that have a Partner's profile on the Platform and may be contacted through it.

Partner's profile shall mean the personal profile of each Partner available on the Platform that may contain a presentation of the Partner, the description of its services, a contact person (with a picture of this person) and any other information that the Partner freely and voluntarily decides to indicate.

Each Partner may log in on the Platform and modify the information contained on its profile.

Personal Data shall mean any information that relates to an identified or identifiable person. This especially includes, identifiers, such as names, surnames, phone numbers, audiovisual media, identification numbers, location data or online identifiers.

Terms shall mean these terms of use governing the use of the Platform.

User shall mean any natural or legal person browsing the Platform and using its Functionalities.

Unless stated otherwise, any reference to the "User" shall also refer to the "Partner".

Platform shall mean the Partners Network Platform available at the following URL: *ggb-switzerland.getproven.com* operated by GGBa and powered by GetProven.

2. THE PLATFORM

a. Generality

GGBa's mission is, among others, to provide support to foreign companies allowing them to get established quickly and develop their activities in Western Switzerland. GGBa aims at offering Users a comprehensive database of Partners in Western Switzerland.

The Platform facilitates the connection between the Users and the Partners by offering a database of Partners in Western Switzerland.

Concretely, the Platform contains information about Partners who are mainly active in Switzerland and who may potentially help foreign companies to develop their activities and to establish themselves in Western Switzerland.

Through the Platform, the Partners may directly be contacted by the User thanks to the contact form.

b. Functionalities

The User may use the Platform for:

- consulting the profile of the Partners; and
- contacting the Partners.

By contacting a Partner through the Platform, the email sent by Users to the Partner will automatically copied to GGBa.

The User understands and accepts that GGBa has no control over the emails sent between the Users and the Partners, especially how and where the email sent to the Partners are processed and stored by them.

Therefore, GGBa bears absolutely no responsibility for the Processing of the emails sent by the User to the Partner and the way they are Processed and stored by the Partner.

Since the content of the Partner's profile is solely generated by the Partner, the Users understand and accept that the Partners are solely responsible for the information contained in their own Partner's profiles and that GGBa bears absolutely no liability for this information and for the content of the Partner's profiles available on the Platform, nor for the quality or reliability of the services provided by the Partners.

GGBa bears absolutely no liability with respect to the contractual relationship between the Partners and the Users, nor for the information, data or emails communicated by the Users to the Partners and *vice-versa*.

c. Disclaimer

The Users understand and agree that the Platform is operated by GGBa on the basis of a *software as a service agreement (SaaS)* concluded with GetProven.

This especially implies that only GetProven and its partners and affiliates (but not GGBa) power the Platform, as well as collect, process and control the User's Personal Data.

As a community manager and administrator of the Platform, GGBa may, only upon request of a Partner, edit or adjust information on said Partner's profile (including the Personal Data).

By browsing the Platform and/or creating a Partner's profile, the User understands that GGBa excludes any liability in connection with the underlying software of the Platform, the collection and processing of the Personal Data by GetProven, as well as, more generally, any activities of GetProven, its partners and affiliates (related or not to the Platform) over which GGBa has absolutely no control.

The User also expressly understands that he/she/it may be bound by GetProven's internal regulation, which especially includes its terms & conditions, privacy notice and cookies policy (if any).

3. PROHIBITED ACTIONS

The User agrees that he/she/it will use the Platform for his/her/its personal use only. In addition, the User agrees that any use of the Platform shall be for the purposes expressly permitted and contemplated by these Terms. The User may not use the Platform for any other purposes without GGBa's express prior written consent.

The User hereby agrees not to do any of the following actions in connection with the Functionalities and not to use the Platform in order to:

- (i) intimidate or harass any person or entity, or falsely state or otherwise misrepresent himself/herself/itself with any person or entity;

- (ii) restrict or inhibit any other User from using the Platform and/or enjoying the Functionalities;
- (iii) upload, post, transmit, distribute or otherwise make available any material that contains software viruses, trojan horses, worms, time bombs, cancelbots, corrupted files, malwares, ransomwares or spywares or any other computer code (source or object), files or programs designed to interrupt, destroy, damage or limit the functionality of any computer software or hardware, mobile devices or telecommunications equipment or any other technologies that may harm the Platform, its Functionalities or the interests or property of the Users or GGBa;
- (iv) export or re-export any applications, code (source or object) or tools developed by and/or proprietary to GGBa;
- (v) copy, scrape, extract, modify, or distribute rights or content from the Platform in any way, including through robots, spiders or any other software or technology;
- (vi) frame or utilize any framing techniques in connection with the Platform;
- (vii) duplicate or reproduce any part of the Platform (except as expressly provided elsewhere in these Terms);
- (viii) “deep-link” to any page of the Platform, or avoid accepting acknowledgement of these Terms;
- (ix) create any derivative works based on or using the Platform, and the User agrees and stipulates that any and all derivative works **are not** deemed to be “fair use;”
- (x) use the Platform for any public display, public performance, sale or rental, and the User hereby agrees that any and all such uses **are not** deemed to be “fair use;”
- (xi) redistribute the Platform, and the User hereby agrees that any and all such uses **are not** deemed to be “fair use;”
- (xii) circumvent any encryption or other security tools used anywhere on the Platform or in conjunction with its Functionalities;
- (xiii) use the data of the Platform and the data of GGBa to develop, create, register, list, trade, clear, or settle any investment product or financial product of any kind;
- (xiv) knowingly or recklessly use and/or take advantage of a technical or technological error, loophole or glitch in the Platform;
- (xv) remove any copyright or other proprietary notices from the Platform;
- (xvi) commercialize any application, code (source or object) or any information or software associated with such application and/or the Platform without the prior consent of GGBa;
- (xvii) sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use as a service bureau or otherwise assign to any third party the Functionalities or any of the User’s rights to access and use the Platform as granted specifically by these Terms;
- (xviii) use the Platform to impersonate any other User or third party;
- (xix) use the Platform to pay for, support, receive proceeds from or otherwise engage in any illegal activities;
- (xx) upload, post, email or otherwise transmit to GGBa any submission that the User does not have a right to transmit under contractual, fiduciary or other relationships (such as inside

information, trade secrets, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- (xxi) upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that GGBa may designate for such purpose;
- (xxii) harvest or otherwise collect information or data about User without their consent or use automated scripts to collect information from or otherwise interact with the Users;
- (xxiii) use any information on the Platform or included in the Functionalities in any manner that infringes any Intellectual Property Rights, publicity or other proprietary right of GGBa, other Users and/or any third party;
- (xxiv) upload, post, transmit, distribute, store or otherwise make available content that, in the sole judgment of GGBa, is objectionable, misleading or which restricts or inhibits any other person from using the Platform, or which may expose GGBa or the Users to any harm or liability of any type;
- (xxv) upload, post, transmit, distribute, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense; and
- (xxvi) violate these Terms, as well as any regulations, policies or applicable laws.

In addition, the User shall not:

- (i) copy, modify, distribute, sell, or lease any part of the Platform;
- (ii) use any meta-tags, pay-per-click advertising, or any other "hidden text" using the Platform's name or marks, and the User hereby stipulates that any use of the Platform's name or marks, or any other marks owned by GGBa is an infringement upon GGBa's trademark rights;
- (iii) use any data mining, bots, scrapers or similar data gathering and extraction tools on the Platform or in conjunction with its Functionalities or Partner's Personal Data;
- (iv) use any automatic device or manual process to monitor or reproduce the Platform or any Partners' Data;
- (v) do anything that may adversely affect proper operation of the Platform and the reputation and goodwill of GGBa;
- (vi) use any device, software, computer code (source or object), or virus to interfere or attempt to disrupt or damage the Platform;
- (vii) translate, reverse engineer, decompile, disassemble or attempt to extract the Platform;
- (viii) translate, reverse engineer, decompile, disassemble or attempt to extract the source code or the object code of the Platform;
- (ix) interfere or attempt to disrupt the Platform in any way; and
- (x) attempt to do any of the acts described in this Section or assist or permit any person in engaging in any of the acts described in this Section.

and the User agrees to indemnify GGBa for any loss and damage that will be suffered by GGBa as a result of such infringement, plus User agrees to pay any and all fees incurred in the recovery of this amount, including legal fees, internal fees, attorney-at-law's fees and all associated costs.

4. LIMITATION OF THE ACCESS TO THE PLATFORM

GGBa reserves the right, in its sole and absolute discretion, but subject to applicable laws, to block access to the Platform, to refuse to let a User access the Platform or to restrict a User benefitting from some or all the Functionalities at any time, with or without advance notice.

5. INTELLECTUAL PROPERTY RIGHTS

Intellectual Property Rights and all other proprietary rights in relation to the Platform and related databases are the exclusive property of GGBa, its licensors or GetProven (including its licensors).

All Intellectual Property Rights and all other proprietary rights in relation to the Platform not expressly granted herein are reserved to GGBa, its licensors or GetProven (including its licensors). All copyright and other proprietary notices shall be retained on all reproductions.

Subject to these Terms and for the purpose of using the Platform and benefiting from its Functionalities, GGBa grants the Users a limited, non-exclusive, non-transferable, non-sub licensable, royalty free and revocable license to use and display the Platform (*i.e.* by simply browsing it as well as by using it and benefiting from its Functionalities) for its intended purposes.

Any other use of the Platform and its content, including without limitation distribution, reproduction, modification, making available, communicate to the public, publicly perform, frame, download, display or transmission, in whole or in part, without the prior written consent of GGBa is strictly prohibited.

The User may not derive or attempt to derive the source code and/or the object code of all or any portion of the software or mobile software of the Platform, permit any third party to derive or attempt to derive such source code and/or object code, or reverse engineer, decompile, disassemble, or translate the software of the Platform or any part thereof.

GGBa, together with its licensors, expressly reserve all Intellectual Property Rights in all text, programs, software, products, processes, technology, content, source codes, object codes, layouts, and other materials, which appear on the Platform. Access to the Platform and its Functionalities does not confer and shall not be considered as conferring upon anyone any license under any of GGBa's Intellectual Property Rights or any third party's Intellectual Property Rights, except as expressly provided in these Terms.

Provided the User respects these Terms and all applicable laws, he/she/it may view, print and/or download copies of content from the Platform solely for his/her/its own use for non-commercial and/or informational purposes.

6. TRADEMARKS

GGBa's names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of GGBa or its licensors. No trademark or service mark license is granted in connection with the materials contained on the Platform. Access to the Platform and its Functionalities does not authorize anyone to use any name, logo or mark in any manner whatsoever.

www.ggba-switzerland.ch is a domain name owned by GGBa. The User may not use the trademark of GGBa such as its domain names, in connection with any product or service in any manner that is likely to cause confusion or create the impression that GGBa endorses any product or service.

7. PLATFORM PROVIDED “AS IS”, “AS AVAILABLE” AND RELEASE OF CLAIMS

The Platform and its Functionalities are provided “as is” and “as available”.

The Platform is provided for general information purposes only. GGBa makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, accuracy or completeness with respect to the Functionalities, as well as the information contained on the Platform (including all the Partners’ profiles) and/or communicated to any person either by GGBa or a Partner. GGBa does not accept any liability to any person for the information or the use of such information.

To the maximum extent permitted by applicable law, GGBa disclaims all representations and warranties, express, implied, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement, in relation to the Platform. In addition, GGBa makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the Platform, or that the Platform will be uninterrupted or error-free.

8. LIMITATION OF LIABILITY

The Users understand and accept that the Platform is powered by GetProven, who developed and owns the underlying software (and its technologies) of the Platform.

GGBa has absolutely no control on GetProven’s activities and the underlying software (and its technologies) of the Platform.

These Terms set out the full extent of GGBa’s obligations and liabilities with respect to the provision of the Platform and with respect to the services provided by Partners.

To the extent permitted by law, GGBa hereby excludes: (i) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and (ii) any liability for any direct, indirect, punitive, special, incidental, exemplary or consequential loss or damage (including, but not limited to, damages for deletion, corruption, loss of data, loss of programs, loss of income or revenue, loss of business, loss of business opportunity, loss of profits or contracts, loss of anticipated savings, loss of goodwill, User dissatisfaction, failure to store any information or other content maintained or transmitted), whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, incurred by any User in connection with the Platform and/or these Terms, even if GGBa has been advised of the probability of such damages and regardless of whether such liability is asserted on the basis of contract, tort or otherwise.

The User is responsible for maintaining the security of his/her/its environment, including regular use of malware screening and prevention software. The User should also be aware that email and other communication services are vulnerable to spoofing and phishing attacks and should use care in reviewing such messages (if any).

The Platform is available to the User without liability on the part of GGBa, whether explicit or implicit. GGBa does not guarantee a constant availability of the Platform or the Functionalities. There is no guarantee that access to the Platform will not be interrupted or that there will be no delays, failures, errors, omissions or loss of transmitted data. GGBa is not liable for (partial) interruptions to and downtime of the Platform due to repair, maintenance or update work or for other reasons that it cannot directly control or that only impede use of the Platform to a negligible extent. In addition, GGBa cannot be held liable for any malfunction, breakdown, delay or interruption of the Internet connection.

Any warranty, condition or other term arising out of or in connection with the Platform which might otherwise be implied into or incorporated into these Terms by statute, common law, laws applicable in the country where the User browses the Platform or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded.

The Users understand and accept that GGBa excludes any liability in connection with the underlying software of the Platform and the activities of GetProven (related or not to this software) over which GGBa has absolutely no control.

The Users understand and accept that GGBa excludes any liability in connection with the quality or reliability of the Partners or in connection with their services provided to the Users.

GGBa bears no responsibility if the Platform is hacked or if the information contained on it (including the Partners' profiles) are fraudulently modified.

In addition, the User expressly acknowledges and agrees that his/her/its use of the Platform is at the User's own and sole risk. The Platform is provided "as is" and "as available" without warranty of any kind, either express or implied. Therefore, the User is solely responsible for any damage to his/her/its computer system/mobile device or loss of data that results from the download of such material and/or data.

GGBa does not make any representations or warranties as to the quality, suitability, safety, truth, usefulness, accuracy, or completeness of the Functionalities, the Platform or any of the content contained therein (including all the Partners' profiles) and does not assume any responsibility or risk for the User's use of the Internet in connection with the Functionalities, the Platform and any content contained therein (including all the Partners' profiles).

GGBa does not guarantee any return, increase or revenue to the User thanks to the Platform. GGBa shall not be liable if the User loses money, business and/or business opportunity.

When interacting with a third party (including Partners), whether or not the User has known the third party through the Platform (or has contacted the Partner through the Platform), the User and this third party are solely responsible for any issue arising out from their relationship. GGBa bears absolutely no responsibility arising out from the relationship (if any) between Users and third parties (including Partners).

The User agrees to release GGBa (including its affiliates, and each of its respective officers, directors, employees, agents, shareholders, partners, licensors, and suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to dispute(s) with Partners, other Users or any third parties.

The User understands and agrees that by filing any claim more than thirty (30) after the discovery of the alleged liability, he/she/it will be deemed to have forfeited his/her/its rights; any such claim shall be time-barred.

This provision applies to the maximum extent permitted by applicable law.

9. INDEMNIFICATION

The User agrees to defend, indemnify and hold harmless GGBa and its affiliates with their respective shareholders (if any), associates, partners, officers, directors, employees, agents (each, an "**Indemnified Party**") from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys', experts' and internal fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from the use, misuse or unauthorized use of the Platform by the User, from the relationship the User may have with Partners or from any breach by the User of these Terms and/or third parties' policies and terms & conditions, including without limitation any actual or alleged violation of any applicable law, rule or regulation.

GGBa shall notify the User of any such claim or suit, and the reasonably cooperate (at User's expense) in the defence of such claim or suit. GGBa reserves the right to participate in the defence of such claim or choose its own legal counsel but is not obligated to do so.

To the maximum extent permitted by applicable law, the User hereby discharges, acquits, and otherwise releases the Indemnified Party, from any and all allegations, counts, charges, debts, causes of action, claims and losses, relating in any way to the use of the Platform.

10. DOWNTIME

Since the Platform is web-based, it might be subject to temporary downtime.

From time to time GetProven may also update or maintain the Platform, which will result in the Platform not being available for a certain period of time. GGBa does not warrant that the Platform operates uninterrupted or error free and bears absolutely no responsibility in case of downtime.

GGBa is not responsible for any damages or losses suffered by the User as a result of any failure or interruption of the Platform and/or suspension of User's access to the Platform.

11. FORCE MAJEURE

GGBa cannot accept responsibility for any damage, loss, delay, or inconvenience caused by circumstances beyond its reasonable control, such as Force Majeure Event.

In this situation, GGBa reserves the right to shut-down the Platform without any obligation to indemnify any User.

Without prejudice to any other right under these Terms, if any law, regulation, rule or decision of any self-regulatory organization, or ordinance, whether domestic or international, becomes effective which substantially alters GGBa's ability to offer the Platform hereunder, GGBa shall also have the right to shut-down the Platform without any obligation to indemnify any User.

12. THIRD PARTIES' CONTENT

GGBa may, at its sole and entire discretion, display third parties' content through the Platform, as well as links to other companies' websites or third parties' content.

In this case, the User expressly understands and agrees that GGBa does not assume responsibility for the third parties' content made available through the Platform, as well as for the third parties' website and content available through a link on the Platform. GGBa does not control the content of the third parties' content it may display on the Platform.

The User understands and agrees that he/she/it potentially may be bound by third parties' policies and terms & conditions while using the Platform and third parties' content. In particular, User may be bound by GetProven's internal regulation, which especially includes its terms & conditions, privacy notice and cookies policy (if any).

The User represents and warrants that he/she/it read and accepted the third parties' policies and terms & conditions (if any).

The User expressly agrees that GGBa does not assume responsibility for the third parties' policies and terms & conditions.

If the User has a dispute related to third parties' content (of any kind) and/or third parties' policies and terms & conditions, he/she/it agrees to release GGBa (including its affiliates, and each of its respective officers, directors, employees, agents, shareholders (if any), associates, partners, licensors, and

suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.

13. PERSONAL DATA PROTECTION

GGBa does not collect nor control User's and Partner's Personal Data.

User's and Partner's Personal Data, as well as Cookies may be collected, processed and controlled by GetProven, on the basis of its own internal regulations. By browsing the Platform and/or by creating a Partner's profile, User and Partner expressly agree to be bound by these internal regulations.

GGBa has no control on the User's and Partner's Personal Data and may not decide to Process these Personal Data without the previous consent of the User. This means that GGBa, like anyone else browsing the Platform, may consult Partner's profiles and the Personal Data they contain. As a community manager and administrator of the Platform, GGBa may also, **only upon request of a Partner**, edit or adjust information on said Partner's profile (including the Personal Data).

The User and Partner understand and agree that GGBa bears absolutely no responsibility with regard to the Personal Data collected, processed and eventually controlled by GetProven and will be not liable for the activities of GetProven related to these Personal Data.

14. GETPROVEN

The Users may directly communicate with GetProven through the "chat".

The Users understand and consent that the answers on the "chat" are automatically sent by GetProven and that GGBa has no control over these answers.

This means that GGBa bears absolutely no responsibility for the communication the User may have with GetProven through the "chat" and does not represent nor warranty that the information communicated are accurate, suitable, useful, reliable, complete and secure.

Of course, GGBa bears absolutely no responsibility for the behavior of GetProven towards the User and *vice-versa*.

15. PARTNERS

a. Partner's profile

The Partners understand and consent that all the information indicated on the Platform, which include the Partner's profile, will be made available publicly and will be stored on GetProven's server in the United States of America.

GGBa does not have a direct access to the information contained on the Partner's profile but may only consult them on the Platform, such as anyone using the Platform. As a community manager and administrator of the Platform, GGBa may also, only upon request of a Partner, edit or adjust information on said Partner's profile (including Personal Data).

When creating a Partner's profile, the Partner understands and accepts that all the information indicated in the Partner's profile will be publicly disclosed and available on the Platform.

Each Partner may access his/her/its Partner's profile by using his/her/its email address and his/her/its password. The Partner is free to change the information contained in his/her/its Partner's profile.

Each Partner undertakes to create his/her/its Partner's profile with reliable, suitable and accurate information. The Partner is entirely and solely responsible for the content of his/her/its Partner's profile and for the relationship and the interaction he/she/it may have with the Users.

Each Partner also undertakes not to infringe the rights of GGBa, the other Partners, the Users and any third parties, especially (but not only) with the information contained in his/her/its Partner's profile.

b. Applicability of these Terms

By creating a Partner's profile, Partners agree to follow and to be bound by these Terms.

The Partners understand and agree that all the articles of these Terms referring to the "User(s)" entirely apply to the Partners.

In addition, the Partners expressly understand and consent that:

- for the purpose of using the Platform and creating a Partner's profile, GGBa grants the Partners a limited, non-exclusive, non-transferable, non-sub licensable, royalty free and revocable license to use and display the Platform for its intended purposes, as well as to create a Partner's profile for its intended purposes;
- each Partner is solely responsible for the information contained in his/her/its Partner's profile, being specified that GGBa bears no responsibility for the said information and for the content of all the Partners' profiles;
- each Partner agrees to release GGBa (including its affiliates, and each of its respective officers, directors, employees, agents, shareholders, retail partners, licensors, and suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to dispute(s) with other Partners, Users or any third parties;
- each Partner undertakes to defend, indemnify and hold harmless GGBa and its affiliates with their respective shareholders (if any), associates, partners, officers, directors, employees, agents (each, an "**Indemnified Party**") from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys', experts' and internal fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from the content of the Partner's profile, as well as the relationship the Partner may have with Users;
- GGBa reserves the right, in its sole and absolute discretion, but subject to applicable laws, to refuse to let a natural or legal person become a Partner, to refuse the creation of a Partner's profile on the Platform, to suspend the use of a Partner's profile and/or to delete any Partner's profile; and
- GGBa is not responsible for any damages or losses suffered by the Partners as a result of any failure or interruption of the Platform and/or suspension of Partner's profile.

c. Communications with Users

The Partners are solely responsible for their communication to the Users (if any).

Each Partner represents and warrants that the email address indicated on his/her/its Partner's profile is accurate and that the email received on it (as well as the information contained in it) will be stored on a secured server and confidentially treated by the Partner.

GGBa bears absolutely no responsibility for the relationship between the Partners and the Users (and *vice-versa*), as well as for all the information communicated by the Users to the Partners and *vice-versa*.

GGBa has no control over the email sent between the Users and the Partners, either through the Platform or not. Therefore, GGBa bears no responsibility for the Processing of emails and the way they are Processed and stored by the Partners and/or the Users.

16. ENTIRE AGREEMENT & SEVERABILITY

These Terms, subject to any amendments made by GGBa from time to time, shall constitute the entire agreement between the User and GGBa with respect to the Platform and any use thereof.

If any provision of these Terms 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.

17. MODIFICATIONS

GGBa reserves the right to make any changes to these Terms at any time, as GGBa deems necessary or desirable. The User's continued use of the Platform after any such changes shall constitute his/her/its consent to such changes.

The User agrees that, where lawful, all modifications or changes to these Terms shall take effect and be enforceable immediately upon posting unless otherwise indicated and, subject to applicable laws, any updated or edited version supersedes any prior versions immediately upon posting, and the prior version is of no continuing legal effect unless the revised version specifically refers to the prior version and explicitly states that the prior version (or portions thereof) will remain in effect.

If the User does not wish to be bound by the revised Terms, he/she/it should cease using the Platform. It is the User's responsibility to review the Platform and these Terms on a regular basis.

18. NO WAIVER

GGBa'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. ASSIGNMENT

The User may not assign any of his/her/its rights, licenses, or obligations under these Terms. Any such attempt at assignment by the User shall be void.

GGBa may assign its rights, licenses, and obligations under these Terms without limitation.

20. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by the laws of Switzerland.

Any dispute regarding these Terms shall be subject to the exclusive jurisdiction of the Courts of Lausanne, Switzerland.