Bellavista Invest One AG

General Terms and Conditions

of the Crowdlending Platform
www.crowdhive.com

Aegeristrasse 64, 6300 Zug, Switzerland
SRO Membership: VQF (active)

Table of Contents

Part I – General Provisions

1. Scope and Acceptance

Bellavista Invest One AG, a company incorporated under Swiss law with registered office in Zug, Canton of Zug, and registered under number CHE-373.552.596 (hereinafter the "**Company**"), operates an online peer-to-peer crowdlending platform at www.crowdhive.com (the "**Platform**").

These General Terms and Conditions (the "GTC") govern the relationship between the Company and any natural or legal person who accesses or uses the Platform (each a "User"). By creating an account and accepting these GTC, the User confirms that they have read, understood, and agree to be bound by the terms set out herein.

The Company reserves the right to amend these GTC at any time. Material amendments shall be announced to registered Users by e-mail and/or by prominent notice on the Platform at least thirty (30) days before they become effective, unless a shorter period is required by law or regulation. Amendments shall become effective on the date indicated in the notice. A User who does not agree with an amendment may terminate the contractual relationship in accordance with Section 35.1 before the effective date; the User's continued use of the Platform after the effective date shall constitute acceptance of the revised terms.

In order to use the Platform, the User must accept these GTC in the capacity of either an Investor or a Borrower.

2. Description of the Platform

The Platform serves as an intermediary connecting Borrowers who seek financing for specific projects with Investors who wish to provide such financing. The Company facilitates this process by entering into loan agreements with Borrowers and assigning the resulting loan claims to Investors in proportion to their respective contributions.

The Company does not itself grant loans, does not accept deposits within the meaning of banking legislation, and is not a bank. The Company's activities fall within the scope of the exemption provided by Article 5(3)(c) of the Banking Ordinance (RS 952.02).

Users remain anonymous vis-à-vis one another on the Platform. No direct contractual relationship exists between any Investor and any Borrower. The Company does not disclose the identity of any User to other Users.

The mechanism through which a project is financed operates as follows: once the aggregate commitments of Investors reach the target loan amount within the designated offer period, and all committed funds are available, the Company declares the project funding successful. Upon such declaration, the loan agreement between the Company and the Borrower and the claim purchase and assignment agreements between the Company and each Investor become unconditionally binding. The Company thereupon disburses the loan proceeds to the Borrower (less any applicable fees and reserve fund contributions) and assigns the corresponding loan claims to each Investor pro rata.

The Company shall make all relevant contractual documents available to each User through their account on the Platform.

By registering on the Platform and accepting these GTC, the User acknowledges that any agreement entered into in connection with the Platform shall be valid even if executed in multiple counterparts, each of which shall be deemed an original. Signatures transmitted electronically (including in PDF format) shall have the same legal effect as original handwritten signatures.

3. Definitions

Unless the context requires otherwise, the following terms shall have the meanings ascribed to them below when used in these GTC:

“Assignment Agreement” means the agreement between the Company and an Investor governing the purchase, assignment, and ongoing management of a loan claim against a Borrower.

“Available Funds” means the balance held in a User’s account that is not currently committed to or invested in any project and is available for investment or withdrawal.

“Borrower” means a legal person (entity) who applies for and, if approved, receives financing for a business project through the Platform. Natural persons are not accepted as Borrowers.

“Commitment” means an Investor’s binding undertaking to contribute a specified amount to the financing of a project, which becomes irrevocable for the duration of the offer period.

“Contribution” means the portion of a project’s total financing amount provided by a single Investor.

“GTC” means these General Terms and Conditions, as amended from time to time.

“Investment” means the total financing amount raised for a project through the aggregate Contributions of Investors.

“Investor” means a natural or legal person who uses the Platform to make Contributions to projects.

“Investor Funds” means all amounts held in an Investor’s account, whether deposited, received as repayments, or otherwise credited.

“Loan Agreement” means the agreement between the Company and a Borrower setting out the terms and conditions of the loan.

“Offer Period” means the time period during which Investors may commit to finance a project, as published on the Platform.

“Platform” means the online crowdlending platform operated by the Company at www.crowdhive.com.

“Project” means a specific undertaking presented by a Borrower on the Platform for which financing is sought through Investor Contributions.

“Project Acceptance Agreement” means the agreement between the Company and a Borrower in which the key terms of a project are established prior to the conclusion of the Loan Agreement.

“Repayment” means any payment of principal and/or interest made by a Borrower in respect of a loan.

“Reserve Fund” means the segregated fund established and maintained by the Company to cover temporary shortfalls in Borrower Repayments, as further described in Section 18.

“Secondary Market” means the functionality on the Platform enabling the transfer of existing loan claims between Investors.

“Target Amount” means the total financing amount sought for a project as published on the Platform.

“User” means any Investor or Borrower registered on the Platform.

“User Account” means the personal account created by a User on the Platform upon registration.

4. Regulatory Status and Disclaimers

4.1 Company Regulatory Status

The Company is a crowdlending platform subject to the oversight of VQF (Verein zur Qualitätssicherung von Finanzdienstleistungen) (the “**SRO**”) for compliance with the Swiss Anti-Money Laundering Act (“AMLA”).

The Company is not directly supervised by the Swiss Financial Market Supervisory Authority (FINMA). Funds held by the Company on behalf of Users are not covered by the Swiss deposit insurance scheme (esisuisse).

4.2 No Financial Services

THE COMPANY DOES NOT PROVIDE INVESTMENT ADVICE, PORTFOLIO MANAGEMENT, OR SECURITIES BROKERAGE SERVICES. THE SERVICES OFFERED ON THE PLATFORM DO NOT CONSTITUTE FINANCIAL SERVICES WITHIN THE MEANING OF THE FEDERAL ACT ON FINANCIAL SERVICES (FINSA) OR THE FEDERAL ORDINANCE ON FINANCIAL SERVICES (FINSO). THE COMPANY IS NOT A FINANCIAL INSTITUTION WITHIN THE MEANING OF THE FEDERAL ACT ON FINANCIAL INSTITUTIONS (FINIA) OR THE FEDERAL ORDINANCE ON FINANCIAL INSTITUTIONS (FINIO).

4.3 No Guarantee

The Company does not guarantee the repayment of any loan or the payment of any interest. Users acknowledge that any investment made through the Platform carries the risk of partial or complete loss of the invested amount. Users should only invest amounts that they can afford to lose.

Part II – User Accounts and Access

5. Registration and Account Creation

Use of the Platform requires the creation of a User Account. Registration is completed by filling in the onboarding form, setting a password, accepting these GTC in the capacity of either an Investor or a Borrower, and confirming the e-mail address via the activation link sent by the Company.

The Platform is available to natural persons who have reached the age of eighteen (18) years (or the applicable age of majority in their jurisdiction of residence, if higher) and to legal persons with full legal capacity.

The Platform is directed exclusively at the Swiss market. Users with a residence or registered office in a member state of the European Union or the European Economic Area (EU/EEA) may be accepted exclusively where they approach the Company at their own initiative, without any prior solicitation, marketing, or promotion by or on behalf of the Company (reverse solicitation). Users residing outside of Switzerland must, upon registration or at the Company's request, confirm by way of a declaration that they have discovered the Platform independently and that they have initiated contact with the Company on their own initiative, without having been solicited, marketed to, or otherwise approached by the Company or any person acting on its behalf. Users located outside of Switzerland and the EU/EEA bear sole responsibility for verifying the tax and regulatory implications of their participation in the Platform.

Each User Account is personal and non-transferable. A User who wishes to operate on the Platform in more than one capacity (e.g. as both an Investor and a Borrower, or as both a natural person and a legal entity) must create separate User Accounts for each capacity. Group registrations are not accepted.

The Company may refuse any registration at its sole discretion and without providing reasons. Incomplete registrations may be deleted after thirty (30) days. Registration is free of charge.

Users who have been removed from the Platform may not re-register without the Company's prior written consent.

6. Identity Verification and KYC

Before a User may access the investment or borrowing functionalities of the Platform, the Company is required by law to complete a know-your-customer ("KYC") verification of the User's identity in accordance with the AMLA, the applicable SRO regulations, and FINMA Circular 2016/7 (where relevant).

The User undertakes to provide all information required for verification truthfully and completely. The scope of the information requested is determined at the Company's sole discretion.

For natural persons holding Swiss or EU/EEA citizenship, the verification process requires at minimum a valid, unexpired passport or national identity card. For natural persons holding the citizenship of a non-EU/EEA country, a valid passport is required. In each case, the identity document must contain a Machine Readable Zone (MRZ). If the document does not contain an MRZ, the User should contact the Company at compliance@crowdhive.com for alternative verification arrangements.

In addition to the identity document, the User may be required to provide a recent proof of address (e.g. a utility bill or bank statement) and to take a photograph of their face as part of the online verification process.

For legal persons, the following additional documentation is required: a recent commercial register extract (issued within the preceding twelve months), documentation evidencing the authority of the representative to act on behalf of the entity (e.g. board resolution, power of attorney, or signature authority certificate), and information regarding the entity's beneficial owners unless such information is already reflected in the commercial register. The Company may request further documents at any time, including but not limited to declarations regarding beneficial ownership (Form A and/or Form K) and completed forms as required by the SRO regulations.

The Company may delegate the verification of Investors to a qualified third-party identity verification provider. The verification of Borrowers is performed directly by the Company as part of the project review process.

The verification process may be performed online (including by video identification) or through submission of documents. The duration of the process varies depending on the complexity of the case.

Users may view their verification status in the User Account. Until verification is completed, access to the investment and borrowing functionalities of the Platform is restricted.

The Company reserves the right to request additional information or documentation at any time, including after initial verification, and to make continued access to the Platform contingent upon the provision of such information.

7. Account Security

The User is solely responsible for maintaining the confidentiality of their login credentials. If the User suspects that their credentials have been compromised, the User must immediately change the password and notify the Company at compliance@crowdhive.com.

Any action performed using a User's credentials shall be deemed to have been authorized by that User. The Company shall not be liable for any loss or damage arising from the User's failure to safeguard their credentials.

The Company will never request a User's password by e-mail, telephone, or any other means. Users should immediately report any suspicious communications purporting to originate from the Company.

8. Communication

The User acknowledges and agrees that the Company may communicate with the User through electronic means, including messages within the User Account, e-mail, and SMS. Such electronic communications shall be deemed sufficient and legally binding, except where applicable law requires written form.

For the purpose of calculating deadlines, an electronic communication shall be deemed received by the User on the business day following the day on which it is sent by the Company.

The User is solely responsible for ensuring uninterrupted access to the communication channels used by the Company. The Company may be contacted at compliance@crowdhive.com.

9. Amendments to User Information

The User must notify the Company without delay of any changes to the information provided during registration, including but not limited to name, address, contact details, and bank account information. Notifications shall be sent to compliance@crowdhive.com.

Part III – Platform Operations

10. Project Financing Model

The Platform enables the financing of projects through the following mechanism:

- A Borrower applies to the Company for financing of a specified project, indicating the desired Target Amount;
- If the project passes the Company's internal due diligence and risk assessment, the Company and the Borrower enter into a Project Acceptance Agreement and a conditional Loan Agreement;
- The project is published on the Platform for the Offer Period. During this period, registered and verified Investors may make Commitments;
- If the Target Amount is reached within the Offer Period, the project is declared successfully funded. All Assignment Agreements and the Loan Agreement become unconditionally binding;
- The Company disburses the loan proceeds to the Borrower (less applicable fees and Reserve Fund contributions) and assigns loan claims to each Investor in proportion to their Contribution;

- The Company collects all Repayments from the Borrower and distributes them to Investors pro rata.

If the Target Amount is not reached within the Offer Period, the Borrower may request an extension, subject to the Company's approval. If no extension is granted or the Target Amount remains unmet at the end of the extended period, all Commitments shall be released and the Loan Agreement shall be null and void.

11. Fee Structure

The Company charges a success fee on each successfully funded project, calculated as a percentage of the Target Amount. The applicable rate is specified in the project-specific terms published on the Platform.

In addition, a percentage of the Target Amount is allocated to the Reserve Fund upon successful funding.

The Company does not charge Investors or Borrowers any further fees unless explicitly stated on the Platform or in the relevant agreements. However, third-party payment service providers may charge their own fees, which are borne entirely by the User.

If and when a Secondary Market is introduced, the Company may charge Investors additional fees for the administration and processing of transfers. The applicable fee structure shall be specified in the relevant agreements and published on the Platform.

12. Secondary Market

The Company may, in a subsequent phase of platform development, introduce a Secondary Market function that would enable Investors to transfer existing loan claims to other registered Investors. The introduction of such functionality is subject to a dedicated regulatory analysis and, where required, the obtaining of any additional licences or authorisations. Until such analysis is completed and the necessary regulatory framework is in place, no Secondary Market functionality shall be available on the Platform.

If and when a Secondary Market is introduced, its availability, terms, conditions, and applicable fees shall be published on the Platform. The Company reserves the right to modify, suspend, or discontinue the Secondary Market at any time.

Part IV – Investor Provisions

13. Eligibility and Restrictions

The Platform's investment services are available to natural and legal persons who are residents of, or have their registered office in, Switzerland and who have reached the age of eighteen (18) years (or the applicable age of majority in their jurisdiction). Residents of EU/EEA member states may be accepted exclusively on a reverse-solicitation basis as set out in Section 5 and in this Section 13. The Company may, at its discretion, subject to the prior approval of the Board of Directors and in compliance with the Company's AML/CTF

Policy (including the geographic restrictions set out therein), also accept Investors from other jurisdictions, subject to any additional restrictions imposed by the laws of the Investor's country of residence.

Investors residing outside of Switzerland must confirm, upon registration, by way of a reverse solicitation declaration, that they have discovered the Platform on their own initiative, that they have not been solicited or marketed to by the Company or any person acting on its behalf, and that they have initiated the first contact with the Company. The Company does not actively market its services outside of Switzerland.

The following categories of persons are excluded from using the Platform as Investors:

- Citizens, residents, or tax residents of the United States of America, the Russian Federation, the Islamic Republic of Iran, or the Democratic People's Republic of Korea (North Korea);
- Professional credit institutions and other entities whose primary business consists of granting loans or extending credit.

The Company may decline any Investor at its sole discretion, without providing reasons. In line with the Company's AML/CTF Policy, the aggregate Contributions per Investor are capped at CHF 100'000; exceptions require the prior approval of the Board of Directors.

14. Investor Funds

14.1 Deposits

Once the User Account has been verified, the Investor may deposit funds into their Investor Funds balance. The following payment methods are accepted:

- Direct bank transfer (SEPA or domestic CHF transfer) from the Investor's personal bank account to the Platform's designated account;
- EUR payment through an accepted third-party payment service provider.

The minimum deposit amount is EUR 50 (the minimum may be higher depending on the payment method used).

All deposits must originate from a bank account or payment account registered in the Investor's own name. The Company does not accept cash deposits. The User represents and warrants that all funds deposited are from legitimate sources and are held in the User's own name and on their own behalf.

The Company may decline a deposit in accordance with its internal AML policies.

14.2 Use of Investor Funds

Investor Funds may be used exclusively for investing in projects or for withdrawal to the Investor's verified bank account. The Company does not pay interest on Investor Funds held in the User Account. Transfer of Investor Funds to third parties is not permitted.

Investor Funds are held in a segregated account that is separate from the Company's operational accounts. The Company does not use Investor Funds for any purpose other than the safekeeping and processing of transactions as described in these GTC.

Investor Funds are not subject to the Swiss deposit insurance scheme. In the event of the Company's insolvency, Investor Funds are not privileged under Swiss bankruptcy law. Investors acknowledge and accept this risk.

Funds denominated in one currency may only be used for projects denominated in the same currency. Currency conversion services may be provided by third parties on the Platform, subject to their own fees and terms.

14.3 Dormant Funds

Any deposit that has not been invested within thirty (30) days of receipt by the Company, and any Repayment that has not been withdrawn within sixty (60) days of receipt or reinvested within thirty (30) days of receipt, may be returned by the Company to the Investor's verified bank account. The Company will send a reminder prior to the expiry of each applicable period.

The Company may return Investor Funds to the Investor at any time. If the Company is unable to transfer funds to the Investor's bank account and the Investor does not provide updated account information within thirty (30) calendar days of the Company's request, the Company may deposit the funds with the competent authority in accordance with Article 96 of the Swiss Code of Obligations (CO), at the Investor's cost. Such deposit discharges the Company; the Investor's entitlement to the deposited funds remains subject to the applicable statutory rules and limitation periods.

15. Investing in Projects

Projects approved by the Company are published on the Platform for the Offer Period. An Investor may make a Commitment by selecting a project and confirming the desired Contribution amount. By doing so, the Investor irrevocably agrees to purchase the corresponding loan claim from the Company under the terms of the Assignment Agreement, conditional upon the Target Amount being reached within the Offer Period.

The Investor must have sufficient Available Funds to cover the Commitment. Upon making a Commitment, the corresponding amount is blocked and the Investor is bound for the duration of the Offer Period.

If the Target Amount is reached before the Offer Period expires, the project is closed for further investment. In the event of oversubscription, priority is given to Investors in the order in which their Commitments were received; excess amounts are returned.

After the expiry of the initial Offer Period, if the Target Amount has not been reached and the Borrower has obtained an extension, Investors may withdraw their Commitment at any time until the Target Amount is met.

An Investor may make multiple Contributions to the same project, up to the remaining available amount. All loans on the Platform carry a fixed interest rate for the full duration of the loan. The applicable interest rate, payment frequency, and other project-specific terms are published on the Platform.

In the event of early repayment by the Borrower, the Company shall return the outstanding principal to the Investor together with all interest accrued up to the date of repayment. A minimum interest period of three (3) months shall apply, irrespective of the actual duration of the loan.

16. Automatic Investment Feature

The Platform may offer an automatic investment function that enables Investors to allocate funds to projects matching predefined criteria selected by the Investor. The criteria may include risk ratings, interest rates, loan duration, and other parameters.

The automatic investment feature is a convenience tool and does not constitute investment advice. The Company makes no representation as to the suitability or performance of any project selected through this feature.

17. Withdrawal of Funds

Funds that are committed to or invested in an active project cannot be withdrawn until the project is closed or, if and when the Secondary Market is introduced, the claim is transferred through the Secondary Market.

Available Funds may be withdrawn at any time through the User Account. Withdrawals may only be made to the same bank account from which the Investor originally deposited funds (i.e. the verified bank account(s) on file).

18. Reserve Fund

The Company establishes and maintains a Reserve Fund as a supplementary protective mechanism for Investors. The Reserve Fund is funded by allocating a percentage of each successfully funded project (the applicable percentage is published on the Platform).

The purpose of the Reserve Fund is to bridge temporary shortfalls in Repayments by Borrowers. The Company may use the Reserve Fund, to the extent resources are available, to continue scheduled interest payments to Investors in the event that a Borrower is late on payments.

The Reserve Fund is not an insurance scheme and does not guarantee full payment of interest or repayment of principal. The availability of the Reserve Fund depends on the aggregate contributions to and withdrawals from the fund at any given time.

The Reserve Fund is held in a separate, segregated bank account. The assets in the Reserve Fund are reserved exclusively for the purposes described in this Section and may not be used by the Company for any other purpose.

Part V – Borrower Provisions

19. Eligibility and Restrictions

Borrowers may apply for financing exclusively for a clearly defined business purpose. The determination of whether a purpose qualifies as business-oriented lies exclusively with the Company.

Projects seeking a total financing amount exceeding one million Swiss francs (CHF 1’000’000) may not be listed on the Platform without the Company’s prior authorization and compliance with any additional regulatory requirements. Borrowers may not use the Platform for interest-differential business activities.

The Company may refuse any Borrower or project at its sole discretion, without providing reasons.

20. Project Submission and Review

A Borrower wishing to obtain financing must first register a User Account and successfully complete the AML verification process. The Borrower’s identity is verified directly by the Company through online identification procedures in accordance with FINMA Circular 2016/7 and the applicable SRO regulations.

Each proposed project undergoes a comprehensive review by the Company. The review encompasses the following areas (without limitation):

- Corporate history and track record of the Borrower;
- Financial solvency and creditworthiness;
- Background assessment of the Borrower’s management and beneficial owners;
- Viability and market analysis of the proposed project;
- Evaluation of available collateral, guarantees, and other security interests;
- Business plan, financial projections, and repayment schedule;
- Assessment of sector-specific risks.

The Borrower shall furnish all information and documentation reasonably requested by the Company and represents and warrants that such information is complete, accurate, and current. The Borrower also authorizes the Company to access third-party databases and public registers for the purpose of supplementary verification.

The information provided by the Borrower shall be treated as confidential by the Company and shall not be disclosed to Investors without the Borrower’s prior approval. If the Company determines the project to be suitable for the Platform, the Company and the Borrower shall agree on the scope of information to be published to enable Investors to make an informed decision.

21. Loan Agreement

If a project passes the Company’s review, the Company and the Borrower enter into a Project Acceptance Agreement setting out the key terms of the financing, including the interest rate, loan duration, Offer Period, Target Amount, and required collateral. These terms are binding and form the basis of the subsequent Loan Agreement.

The Loan Agreement is binding on the Borrower from the date of execution. For the Company, the Loan Agreement is conditional upon the receipt of the full Target Amount from Investors.

The Borrower may use the loan proceeds exclusively for the purposes specified in the Loan Agreement, the Project Acceptance Agreement, and as disclosed on the Platform.

22. Project Publication

The Company recommends a standard Offer Period of thirty (30) days. The Borrower may request an extension by notifying the Company no later than five (5) days before the expiry of the initial Offer Period. The Company shall assess the feasibility of any extension in light of applicable regulatory requirements and may decline the request at its sole discretion.

The Borrower shall immediately notify the Company of any errors or inaccuracies in the information published on the Platform. The Company may, at its sole discretion, suspend the Offer Period, extend it, or discontinue the financing process.

23. Repayment Obligations

The Borrower shall make all scheduled Repayments (comprising interest and, where applicable, principal amortisation) to the Company on the dates specified in the Project Acceptance Agreement. Any third-party fees incurred in connection with such transfers are borne by the Borrower.

Failure by the Borrower to make a scheduled Repayment on the due date shall constitute default without further notice being required.

Part VI – Claim Management and Default

24. Management of Claims

The Company acts as collateral agent on behalf of all participating Investors and is responsible for the management and enforcement of loan claims. The Assignment Agreement consolidates the rights of all Investors participating in a given project and authorizes the Company to act on their behalf.

Investors grant the Company the authority to take all actions reasonably required for the management of claims, including but not limited to:

- Asserting all rights and claims of the Investor against the Borrower;
- Collecting Repayments from the Borrower;
- Distributing collected amounts to Investors in proportion to their Contributions;

- Negotiating and concluding deferral or restructuring agreements with the Borrower regarding the terms of repayment;
- Enforcing pledges, guarantees, and other security interests provided by the Borrower;
- Engaging third-party service providers for debt collection or enforcement proceedings.

Unless expressly authorized by the Company, Investors may not take any direct action against a Borrower.

Interest begins to accrue on the date of successful funding of the project. Repayments collected from the Borrower are credited to the respective Investor Funds without undue delay and in proportion to each Investor’s Contribution.

25. Default and Collection Procedures

In the event that a Borrower fails to make a scheduled Repayment, the Company shall take the following graduated steps:

- **Within seven (7) days of default:** the Company initiates an internal analysis of the situation and, to the extent resources are available in the Reserve Fund, may continue scheduled interest payments to Investors, at its discretion and without conferring any legal entitlement;
- **After thirty (30) days of default:** the Company initiates a soft collection process aimed at finding an amicable resolution with the Borrower;
- **After sixty (60) days of default:** the Company initiates formal legal proceedings and proceeds with the enforcement of all available collateral, pledges, guarantees, and other security interests.

If the allowance from the Reserve Fund is depleted before the Borrower resumes payments, the Company may initiate debt enforcement proceedings immediately.

Investors hereby authorize the Company to execute such collection and enforcement measures as the Company deems appropriate in its capacity as collateral agent. If the Company is unable to collect the outstanding amounts in full, any recovered amounts shall be distributed among Investors on a pro-rata basis.

Loan investments carry inherent risk, including the risk of partial or complete loss of invested capital. While the Company takes all reasonable measures to mitigate the risk of default, no guarantee of full repayment is given or implied.

Part VII – Risk Disclosures

Before accessing, using, or otherwise interacting with the Platform, Users should carefully consider the following risk factors. The list below is not exhaustive and is provided for guidance only.

26. Investment Risks

The Borrower may fail to repay the loan, in whole or in part, or may fail to make interest payments on time. Risk mitigation measures implemented by the Company (including the Reserve Fund, collateral requirements, and due diligence procedures) do not guarantee repayment. There is a real possibility of complete loss of the invested amount. Investors should invest only amounts that they can afford to lose in their entirety.

The Borrower may be granted the right to repay the loan early. In such case, the Investor may not receive the full amount of anticipated interest.

27. Operational and IT Risks

The Platform is dependent on information technology systems that may be subject to security vulnerabilities, unauthorized access, disruption, or failure. The Platform or any of its functionalities may be temporarily or permanently unavailable.

28. Regulatory Risks

Changes in applicable laws or regulations, including but not limited to those relating to financial services, taxation, or data protection, could adversely affect the operation of the Platform or the returns on investments. Each User is solely responsible for ensuring that their use of the Platform complies with the laws of their jurisdiction. The Company provides no warranty that the Platform is or will remain compliant with the laws of any jurisdiction other than Switzerland.

Part VIII – Legal Provisions

29. Intellectual Property

All intellectual property rights in and to the Platform, including but not limited to patents, trademarks, trade names, logos, designs, software, copyrights, know-how, and trade secrets, are and shall remain the exclusive property of the Company, its affiliates, or its licensors.

Nothing in these GTC shall be construed as transferring, assigning, or licensing any intellectual property rights to the User, except for the limited right to use the Platform in accordance with these GTC. Users shall comply with the terms of any applicable open-source licences as indicated in the relevant documentation.

30. Limitation of Liability

THE PLATFORM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE USER AGREES THAT THEIR USE OF THE PLATFORM SHALL BE AT THEIR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, IN CONNECTION WITH THE PLATFORM, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF THE COMPANY (AND OF ANY PERSON DIRECTLY OR INDIRECTLY INVOLVED IN THE PROVISION OF THE PLATFORM'S SERVICES) IN CONNECTION WITH THESE GTC AND/OR THE PLATFORM IS EXCLUDED. THE COMPANY SHALL NOT BE LIABLE FOR (I) ERRORS, INACCURACIES, OR OMISSIONS IN CONTENT OR MATERIALS; (II) PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THE USER'S ACCESS TO OR USE OF THE PLATFORM; (III) UNAUTHORIZED ACCESS TO OR USE OF THE COMPANY'S SERVERS OR ANY PERSONAL DATA STORED THEREON; OR (IV) LOSS OF INVESTED AMOUNTS, LOSS OF PROFITS, LOSS OF INTEREST, OR ANY OTHER FORM OF FINANCIAL LOSS. NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE GTC EXCLUDES OR LIMITS THE COMPANY'S LIABILITY FOR DAMAGE CAUSED BY ITS OWN UNLAWFUL INTENT OR GROSS NEGLIGENCE (ARTICLE 100 CO), FOR PERSONAL INJURY, OR UNDER MANDATORY PROVISIONS OF APPLICABLE DATA PROTECTION LAW (FADP AND, WHERE APPLICABLE, GDPR).

31. Indemnification

To the fullest extent permitted by law, the User agrees to defend, indemnify, and hold harmless the Company, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with:

- The User's breach of these GTC;
- Any breach of the User's representations and warranties;
- The User's violation of the rights of any third party, including intellectual property rights;
- Any access to or use of the Platform by any person using the User's credentials.

32. Data Protection

The Company processes personal data in accordance with the Swiss Federal Act on Data Protection (FADP) and, where applicable, the EU General Data Protection Regulation (GDPR). Personal data collected in connection with registration and use of the Platform is processed for the purposes set out in the Company's Privacy and Cookies Policy, including compliance with the Company's legal obligations (in particular under the AMLA), the operation of the Platform, the provision of the services described herein and, subject to the applicable legal bases (including consent where required), analytics and marketing communications.

Further details on the processing of personal data, the User's rights, and the use of cookies are set out in the Company's Privacy and Cookies Policy, available on the Platform. The Privacy and Cookies Policy is an information notice and does not form a contractual part of these GTC. Where the User provides the Company with personal data relating to third parties (e.g. representatives, beneficial owners, or contact persons), the User confirms that they are authorised to do so and undertakes to inform such persons of the Privacy and Cookies Policy.

33. Prohibited Uses

By accepting these GTC, the User represents and warrants that they will not use the Platform for any unlawful or prohibited purpose, including but not limited to:

- Engaging in, encouraging, or facilitating any activity that violates any law, statute, ordinance, or regulation;
- Submitting information that is false, misleading, incomplete, or not current, or failing to maintain the accuracy of such information;
- Circumventing, disabling, or interfering with security features of the Platform;
- Using automated tools, scripts, bots, data mining algorithms, or artificial intelligence applications to access or interact with the Platform without prior written authorization;
- Reverse-engineering, decompiling, or creating derivative works from the Platform;
- Uploading or transmitting malicious software, viruses, or any material that disrupts the operation of the Platform.

34. Referral and Loyalty Programs

The Company may, at its discretion, offer referral payments, loyalty programs, or other promotional benefits. The terms of any such program will be published on the Platform and may be amended or discontinued at any time.

Where a User refers another person to the Platform, the referred person must identify the referring User (e.g. by use of a referral code). If no clear identification is made, the Company shall decide at its sole discretion whether the referral qualifies for any benefit.

35. Termination and Suspension

35.1 Termination by the User

A User may request the closure of their User Account by contacting the Company at compliance@crowdhive.com, provided that the User has no active investments, no open loan obligations, and no pending transactions. Closure shall become effective upon written confirmation by the Company.

35.2 Termination or Suspension by the Company

The Company may suspend or terminate a User Account at any time if it reasonably suspects that the User has breached or is likely to breach any obligation under these GTC, or for regulatory or compliance reasons. In particular, the Company may act where:

- There are indications that the User has provided inaccurate or fraudulent information;
- The User’s activity is suspicious, including in relation to money laundering or terrorism financing.

In the event of termination by the Company, the Company shall determine at its reasonable discretion whether any outstanding Assignment Agreements or project-related agreements shall be continued or terminated. Any losses resulting from a termination caused by the User’s breach of these GTC shall be borne by the User.

The Company may freeze Investor Funds in the event of suspicious activity or at the request of competent authorities.

35.3 Data Retention

Upon termination of the User Account, the Company shall retain the User's personal data in accordance with the retention periods set out in the Privacy and Cookies Policy, in particular ten (10) years for records subject to Article 7 AMLA and Article 958f CO. During this period, access to the data is restricted and the data is disclosed only to the recipients described in the Privacy and Cookies Policy (in particular competent authorities upon official request). After expiry of the applicable retention periods, data shall be deleted or anonymised in accordance with the Privacy and Cookies Policy.

36. Taxes and Duties

Each User is solely responsible for the full and timely payment of any taxes, duties, or other governmental charges arising from their use of the Platform, including but not limited to withholding tax, stamp duty, income tax, and any applicable value-added tax.

37. Force Majeure

The Company shall not be liable for any delay or failure to perform its obligations under these GTC to the extent that such delay or failure is caused by circumstances beyond the Company's reasonable control, including but not limited to natural disasters, epidemics, war, terrorism, government sanctions, power outages, failures of telecommunications networks, cyberattacks, and actions or omissions of regulatory authorities.

38. Customer Support

The Company provides a support service for Platform-related inquiries, accessible by compliance@crowdhive.com and through the Platform's chat function. Support is offered on an “as is” and “as available” basis.

39. Governing Law and Jurisdiction

These GTC and any dispute arising out of or in connection with them shall be governed by and construed in accordance with the substantive laws of Switzerland, to the exclusion of the conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The exclusive place of jurisdiction for all disputes arising out of or in connection with these GTC shall be Zug, Switzerland, unless mandatory law provides otherwise.

40. Severability

If any provision of these GTC is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect. The invalid provision shall be replaced by a valid provision that achieves, to the extent possible, the economic and legal intent of the original.

41. Assignment

The User may not assign or transfer any rights or obligations under these GTC without the Company's prior written consent. Any attempted assignment in violation of this provision shall be null and void.

42. Entire Agreement

These GTC, together with any additional agreements entered into between the User and the Company, constitute the entire agreement between the parties regarding the use of the Platform and supersede all prior or contemporaneous communications, whether oral or written. The Privacy and Cookies Policy, available on the Platform, is an information notice on the processing of personal data and does not form a contractual part of these GTC.

43. Language and Contact

These GTC and all communications under or in connection with them shall be in English.

For general inquiries, the User may contact the Company at compliance@crowdhive.com.

By accepting these General Terms and Conditions, the User confirms the following:

☐ I am registering as an **Investor** and have read, understood, and agree to these GTC. I acknowledge the risk disclosures set out in Part VII and confirm that none of the restrictions set out in Section 13 apply to me.

☐ I am registering as a **Borrower** and have read, understood, and agree to these GTC. I confirm that the information I have provided is complete and accurate and that I will use any loan proceeds exclusively for the stated business purpose.