

# General Terms and Conditions

This General Terms and conditions ("GTC", "agreement") is an agreement between Mobbot SA, Route de la Glâne 26, CH-1700 Fribourg ("Mobbot", "we", "us" or "our") and you ("user", "you" or "your"). This agreement sets forth the general terms and conditions governing your use of the website <https://en.themobbot.com> and any of its products or services (collectively, the "website" or "services") and is subject to Swiss law, to the exclusion of the United Nations Convention on the International Sale of Goods (CISG) of April 11, 1980, as well as the conflict of laws rules; place of jurisdiction is the domicile of Mobbot. Do not use the services of the website if you do not accept the GTC.

By using e-mail and other forms of electronic data transmission, you expressly agree that all parties may use the same form of electronic data transmission. Encryption is required for secure communication via e-mail or other forms of electronic data transmission. Unless you specifically request encryption, by using e-mail or other forms of electronic data transmission, you signify your agreement that all communications may be made without encryption.

## Links to other websites

Although this website may contain links to other websites, we do not imply, directly or indirectly, any approval, association, sponsorship, endorsement or affiliation with any linked website, except as expressly stated herein. We are not responsible for examining or evaluating the offerings of any company or individual or the content of their websites, and we do not guarantee their offerings. We assume no responsibility or liability for the actions, products, services, and content of other third parties. You should carefully review the legal statements and other terms of use of any website you access through a link from this website. Your linking to other off-site websites is at your own risk.

## Prohibited Uses

In addition to any other terms and conditions set forth in the agreement, you are prohibited from using the website or its content: (a) for any unlawful purpose; (b) to solicit others to engage in or participate in any unlawful activity; (c) to violate any international, federal, cantonal or municipal regulation, rule, law or ordinance; (d) to infringe our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate or discriminate on the basis of gender, sexual orientation, religion, ethnicity, race, age, national origin or disability; (f) to transmit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that is or may be used in any manner that interferes with the functionality or operation of the service or any related website, other websites or the Internet; (h) to collect or track the personal information of others; (i) for spamming, phishing, pharming, pretexting, spidering, crawling or scraping; (j) for obscene or immoral purposes; or (k) to disrupt or circumvent the security features of the service or any related website, other websites or the Internet. We reserve the right to terminate your use of the service or related websites if you violate any of the prohibited uses.

## Intellectual Property

This agreement does not transfer from Mobbot to you any Mobbot or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Mobbot. All trademarks, service marks, graphics and logos or otherwise copyrighted works used in connection with our website or services are the intellectual property or registered trademarks of Mobbot or Mobbot's licensors. Other trademarks, service marks, graphics and logos, or otherwise copyrighted works used in connection with our website or services may be the intellectual property of third parties. Your use of our website and services grants you no right or license to reproduce or otherwise use any intellectual property of Mobbot or any third party.

#### Disclaimer of Warranty

You agree that your use of our website or services is solely at your own risk. You agree that such service is provided as is and available. We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the services will meet your requirements or that the service will be uninterrupted, timely, secure or error-free; nor do we warrant the results that may be obtained from the use of the service or the accuracy or reliability of any information obtained through the service or that any errors in the service will be corrected. You understand and agree that any downloading of material and/or data or otherwise through the use of the service is done at your own discretion and risk, and that you are solely responsible for any damage to your computer system or loss of data that results from the downloading of such material and/or data. We do not warrant any goods or services purchased or obtained through the service or any transactions entered into through the service. No advice or information, whether oral or written, obtained by you from us or through the service shall create any warranty not expressly stated herein.

#### Disclaimer and Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall Mobbot, its affiliates, officers, employees, agents, suppliers or licensors be liable to any person for (a): any indirect, incidental, special, punitive, exemplary or consequential damages (including, without limitation, damages for loss of profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity), however caused, under any theory of liability, including, without limitation, in contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if Mobbot has been advised of the possibility of such damages or could have foreseen such damages. To the extent permitted by applicable law, the aggregate liability of Mobbot and its affiliates, officers, employees, agents, suppliers and licensors in connection with the services shall be limited to all amounts actually paid by you to Mobbot for the one-month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions will apply even if not fully indemnified for all losses.

#### Indemnification

You agree to indemnify and hold harmless Mobbot and its affiliates, officers, employees and agents from and against any and all liability, losses, damages or costs, including reasonable attorneys' fees, arising in connection with or as a result of any allegation, claim, action, dispute or demand made against them by any third party as a result of or in connection with your content, your use of the website or the services, or any willful misconduct on your part.

#### Severability Clause

All rights and restrictions contained in this agreement may be exercised and shall be applicable and binding only to the extent that they are not contrary to applicable law and shall be limited to the extent necessary to make this agreement unlawful, void or unenforceable. If any provision of this agreement is found to be invalid, void or unenforceable, the validity, effectiveness and enforceability of the remaining portions of the agreement shall not be affected thereby. In such case, the parties undertake to replace the invalid, ineffective or unenforceable part of the agreement with a valid, effective and enforceable provision whose content comes as close as possible to the original intention of the parties.

#### Changes and Amendments

We reserve the right to modify this agreement or its policies with respect to the website or the services at any time, effective upon posting an updated version of this agreement on the website. If we do so, we will revise the update date at the bottom of this page. Your continued use of the website following any such changes will be deemed to be your acceptance of such changes.

#### Acceptance of this agreement

You acknowledge that you have read this agreement and agree to all of its terms and conditions. By using the website or its services, you agree to be bound by this agreement. If you do not agree to be

bound by the terms and conditions of this agreement, you are not authorized to use or access the website or its services.

#### Contact Us

If you would like to contact us to learn more about this agreement, or if you would like to contact us, you may send an email to [agnes.petit@mobot.ch](mailto:agnes.petit@mobot.ch).

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