

# Terms of Use of the beUnity Platform

*Version: 1.5, as of 01.07.2025*

*Note: This is merely a translation of the German version, which serves as the legal basis.*

These Terms of Use for users of the beUnity Platform (hereinafter "Terms of Use") govern access to our online platform (hereinafter: "Platform") and the associated online tools (hereinafter: "Services"), as well as their use. They apply to all users (hereinafter: "User") who register on the Platform directly through an existing customer community.

## 1. Obligation to Comply with the Terms of Use

By registering on our Platform, the User explicitly agrees to the Terms of Use (as well as the [Privacy Policy](#)) of beUnity AG and undertakes to comply with them. Only Users who have given their consent to the Terms of Use and thus concluded a contract are authorized to use the Platform.

## 2. Registration / Conclusion of Contract

The User must complete the registration personally. Registration is only permitted if the User is at least 18 years old and of legal capacity, or at least 13 years old with the consent of a legal guardian.

Furthermore, the data requested in the registration form must be submitted truthfully, up-to-date, and complete. Multiple registrations are prohibited.

beUnity AG may refuse registration; there is no entitlement to registration. Registration is considered accepted by beUnity AG when the User gains access to the Platform. At the latest, at this point, the contract between the User and beUnity AG is concluded. If the User's contract is terminated (see below) and a new registration is prohibited, the User is not allowed to register again.

## 3. Password

Upon registration, the User sets an individual password that grants access to their account on the Platform. The password must be kept secure and must not be disclosed to third parties to prevent misuse. The User is obliged to inform beUnity AG immediately if they become aware that unauthorized third parties have obtained knowledge of the password. The User is liable for any misuse by third parties unless they can prove that they are not at fault for the unauthorized access.

## 4. Rights to the Platform

All rights to the Platform (including copyrights, trademarks, domains, logos, patents, and other intellectual property rights associated with the Platform) belong to beUnity AG. beUnity

AG grants the User solely the right to use the Platform in accordance with these Terms of Use.

## 5. Changes to the Offer

beUnity AG is entitled to change, expand, restrict, or discontinue the offer on the Platform at any time without giving reasons and without the User's consent. The User has the right to immediate termination in this case (see below, Termination of the Contract).

## 6. Regulations Regarding the Use of the Platform

### 6.1 User Account

The data requested in the registration form must always be kept up-to-date in the User's account.

### 6.2 Rights to Contributions

After registration, the User can post content such as texts, comments, photos, etc. (hereinafter: "Contribution") on the Platform. The User retains ownership of the Contribution. The User grants beUnity AG the right to use the Contribution for the operation of the Platform free of charge. This right is non-exclusive and unlimited in time and space. If necessary, beUnity AG may transfer or sublicense this right. By posting a Contribution, the User guarantees that they have the rights granted to beUnity AG and have not otherwise disposed of them. In particular, the User guarantees that they do not infringe on third-party rights.

### 6.3 Sole Responsibility of the User for Contributions

The User bears sole responsibility for their Contributions. By sharing a Contribution on the Platform, the User confirms that they comply with the applicable legal system and the rights of third parties (e.g., copyright, trademark, or patent rights). The User confirms in particular that they hold all rights to the shared Contributions and have obtained any necessary consents from third parties.

The following Contributions are explicitly prohibited:

- Contributions that violate the personal rights of third parties;
- Contributions that violate third-party rights (e.g., copyright, trademark, or patent rights);
- Contributions that are considered offensive, harassing, threatening, defamatory, obscene, pornographic, racist, or include calls for violence or other crimes;
- Contributions that are anti-competitive or promote anti-competitive actions (including progressive customer recruitment such as chain letters, pyramid schemes, or multi-level marketing);
- Contributions that contain viruses or unsolicited bulk messages (so-called spam).

### 6.4 Sole Legal Responsibility of the User for Contributions

The User bears all legal consequences and costs arising from violations of applicable law and/or these Terms of Use alone.

## 6.5 Reporting Obligation of the User

The User is obliged to report Contributions that violate the law and/or these Terms of Use to beUnity AG. beUnity AG will review such Contributions within a reasonable period and decide whether to delete them (see below, Deletion of Contributions).

## 6.6 Exclusion of the Duty to Review

Although beUnity AG takes measures for quality assurance, it is not obliged to review Users' Contributions on its own initiative.

## 6.7 Deletion of Contributions

beUnity AG (or its employees with corresponding competencies) is entitled to delete individual Contributions or parts of Contributions at any time. In general, it will inform the User of the deletion. However, there is no entitlement to information.

## 7. Termination of the Contract

beUnity AG has the right to terminate the contract with the User at any time without giving reasons. Upon termination, the right to use the Platform ceases.

The User has the right to terminate the contract with beUnity AG at any time without giving reasons. Termination is done via the function "Profile and Settings" (>Delete my User Account). Upon receipt of the termination, the User's account will be deleted. Contributions made will also be deleted.

## 8. Liability of beUnity AG

beUnity AG's liability is expressly excluded to the extent permitted by law. This also applies to employees, representatives, and other agents of beUnity AG. Liability is specifically excluded in the following areas:

- No liability for the timeliness, accuracy, or completeness of content on the Platform;
- No warranty for the security of data;
- No liability for any type of technical disruption (especially no liability for the functionality or availability of the Platform);
- No liability for phishing cases;
- No liability for Users' Contributions (see above). Content does not originate from beUnity AG.

## 9. Privacy

The [Privacy Policy](#) regarding data processing is an integral part of these Terms of Use.

## 10. Final Provisions

### 10.1 Communication

Notices from beUnity AG to the User are sent via e-mail or the Platform.

## 10.2 Changes to the Terms of Use

beUnity AG reserves the right to change these Terms of Use at any time without giving reasons. Users will be informed via the Platform. Changes are deemed approved by the User if they continue to use the Platform one month after the new Terms of Use take effect or do not terminate within two months after the changes take effect (see above).

## 10.3 Applicable Law and Jurisdiction

All contracts between beUnity AG and the User are exclusively subject to Swiss law, excluding the rules of private international law and the uniform UN Sales Convention (CISG).

For any disputes related to the use of our services, the courts at the registered office of beUnity AG shall have jurisdiction.

## 10.4 Severability Clause

Should individual provisions of these Terms of Use or the Privacy Policy be or become invalid, this does not affect the validity of the remaining provisions.

## 11. Annex

All legal notices, annexes, references, and documents (e.g., Imprint, Privacy Policy, Terms of Use, Terms and Conditions, Data Processing Agreement, TOM) of beUnity AG are clearly available at <https://beunity.io/en/legal-notices/>.