

General terms and conditions of use

I. GENERALITIES

SwissLending SA thanks you for visiting the website www.swisslending.com (the "**Website**").

The present general terms and conditions (the "**GTC**") regulate the use of the Website and the services offered by SwissLending (the "**Services**"). By accessing the Website, you (the "**User**") express your agreement with our GTC. If you do not agree with our GTC, please do not access the Website or use the Services.

SwissLending reserves the right to amend at any time the GTC without notice. Please consult this page regularly in order to take note of the amendments made to the GTC. Access to the Website or use of the Services after the revision constitutes acceptance by the User of the revised GTC.

The use of certain specific services of SwissLending may be subject to special terms and conditions (the "**Special Terms and Conditions**"), which will become an integral part of these GTC once accepted. In case of conflict between a provision of the GTC and the Special Terms and Conditions, the latter shall prevail.

In the GTC, the terms 'we', 'us' and 'SwissLending' refer to the company SwissLending SA, having its registered office and address rue du Général-Dufour 20, 1204 Geneva. 'You' and 'your' refer to the User.

II. WEBSITE AND SERVICES

1. Access

Access to the Website and use of the Services are open to individuals above 18 years old with full exercise of their civil rights.

The content of the Website and the Services are intended for use or distribution by individuals or business entities located in Switzerland or whose legal systems, or in countries which, do not prohibit or restrict their distribution, publication or use by legal provisions or regulations. Individuals or business entities that are subject to such limitations, whether on the basis of nationality, domicile or any other reason, are prohibited from accessing the Website, using the Services or making investments through it.

The GTC are neither a prospectus within the meaning of Art. 35 of the Financial Services Act ("**FinSA**") nor a basic information sheet within the meaning of the FinSA (or a KIID). The information or data contained on the Website is intended solely for professional clients pursuant to the FinSA.

2. No advice, management or guarantee

The activity of SwissLending consists in connecting real estate project holders willing to raise funds, for example by means of a crowdlending campaign, with individuals willing to finance such projects. However, SwissLending does not provide investment advice, including for individual transactions, nor does it provide management services for financial instruments as defined in art. 3 let. c ch. 3 and 4 FinSA.

The use of the Website is at your own risk. The Website is proposed to you 'as is' and 'as available'. Therefore, SwissLending does not offer any guarantee and, in particular, SwissLending does not guarantee that (i) the Website and the Services comply with your requirements; (ii) the Website and its content are

complete, accurate, reliable, up-to-date and do not infringe the rights of any third party; (iii) access to the Website will be uninterrupted or error-free, or is guaranteed to be virus-free; (iv) defects will be corrected; (v) the Website is secure; or (vi) any advice or opinion provided by SwissLending through this Website is accurate and reliable. The Services and information on the Website are subject to change or removal without notice.

The information available on the Website (financial projections, returns on investments, etc.) does not constitute an offer, nor an advice or a recommendation to conclude a transaction, including to subscribe to a Loan (as defined hereafter), from SwissLending. It should not be interpreted as creating a legal relationship, in particular a mandate, between SwissLending and a User, nor as a guarantee of a return on investment.

All information, opinions and assessments contained on the Website reflect an assessment at the time of publication and are subject to change without notice. No steps have been taken to ensure that any investment opportunity and/or collective investment mentioned on the Website is suitable for any particular investor and the content of the Website does not replace an independent assessment on your part. Tax treatment depends on the individual circumstances of each investor and is subject to change.

As previously mentioned, SwissLending does not issue any investment advice. As such, SwissLending does not verify the appropriateness or suitability of an investment. Before taking an investment decision, it is recommended to every investor to make sure that the investment is appropriate and adapted to his profile, considering, in particular, his knowledge and experience in financial matters, his investment objectives and his personal, professional and financial situation, and, if necessary, to ask for the specific advice of a professional of the concerned sector.

The value and income of securities or financial instruments mentioned on the Website are based on rates derived from regular sources of financial information and may vary. The market value may vary due to economic, financial or political changes, residual maturity, market conditions, volatility and creditworthiness of the issuer or reference issuer. In addition, foreign exchange rates may have a positive or negative impact on the value, price or income of securities or related investments mentioned on the Website.

3. Economic relations and market supply

SwissLending has economic relations in particular with the issuers of financial instruments or promoters with whom it cooperates within the framework of the Services. SwissLending is in principle remunerated by the latter.

The market offer taken into consideration is in principle limited to the issuers of financial instruments or promoters with whom SwissLending has economic relations.

4. Collaboration with authorities

SwissLending is required to cooperate with any competent authority (including tax authorities), upon request, in their investigation of allegations of unlawful acts concerning Users and/or the use of the Website or the Services.

5. Right to use the Services

SwissLending grants you a limited, non-exclusive, non-transferable and revocable right to access the Website and use the Services, provided that you are eligible to do so and that you comply with the GTC.

6. Legal Compliance - Taxes and Fees - General Information

SwissLending does not provide tax advice and recommends that you consult with a tax professional before entering into a transaction.

By using the Services, you agree to comply with all laws and regulations applicable to you. You are solely responsible for the tax treatment of your use of the Services.

You agree to comply with your tax obligations, including taxes on capital income, interest and wealth tax.

A person engaging in multiple real estate transactions may be considered to be engaged in an independent gainful activity (professional real estate trader). Such a tax classification may be made in the presence of indications such as, in particular, the systematic or planned nature of the activity concerned, the frequency of the real estate transactions, the close relationship between the transaction carried out and the professional activity of the taxpayer, the duration of ownership of the real estate and the use of the income from the sale or the use of foreign funds. The attribution of real estate to the taxpayer's business assets (and consequently the recognition of an independent gainful activity) implies a different tax treatment with respect to direct taxes and social insurance. In view of the above information, each concrete situation must be examined on a case-by-case basis.

III. USER

1. Unique registration

Access to certain Services is conditional upon the creation of an account specific to each User (the "**Account**"). The Account is personal and non-transferable. You agree not to create or use more than one Account, either under your own identity or that of a third party.

2. Warranties

By creating an Account or providing data when contacting the Company, you warrant that all information you provide is true. If an Account is created on behalf of a legal entity, you further warrant that you have the authority to represent such legal entity.

3. Indemnity

You agree to indemnify SwissLending and its officers, agents and representatives from and against any and all liabilities, losses, damages, claims, penalties, fines, costs and expenses, including, without limitation, attorneys' fees and court costs, that may arise in connection with: (i) your use of the Website and Services, including, without limitation, any content, as well as your connection to the Website; (ii) your breach of any provision of the GTC and/or Special Terms and Conditions, or (iii) any claim by a third party that any of your content or other use of the Website by you breaches any intellectual property right, personality right, or right to privacy of that third party or has otherwise caused harm to others (iv) any unlawful, illegal, or immoral conduct on the Website.

4. Access data security

The access data to the Account (login and password) must be kept confidential. You are solely responsible for actions taken through your Account, including the use by a third party, when your access data is used.

You agree to notify us immediately if your Account is improperly accessed by a third party, or if the security of your Account is otherwise compromised.

5. Privacy policy

SwissLending is subject to Swiss data protection legislation in the collection and processing of personal data. For more information, please consult our Privacy Policy (the "**Policy**"), which forms an integral part of the GTC.

6. Communication processing at SwissLending - E-mail security

When you communicate with SwissLending by e-mail, you must consider that the protection of e-mail messages transmitted via the Internet is not guaranteed. Therefore, by sending important or confidential messages by e-mail, which are not encrypted, you accept the risks of this uncertainty and the possible lack of confidentiality of the Internet. Any communication sent to SwissLending by e-mail will be considered as non-confidential.

7. Termination

SwissLending may, in its sole discretion and without liability, suspend an Account or terminate the GTC with respect to a User. The termination of the GTC may lead to the deletion of the Account and the User Content (as defined below) and all data of the User concerned. However, SwissLending reserves the right to retain the User Content (as defined below) and any data relating to the User concerned when required to do so by law or other applicable rule, for as long as the requirement continues.

IV. CROWDLENDING SERVICES

A. GENERAL PROVISIONS

1. Nature and functioning

SwissLending operates a platform that connects real estate project holders wishing to raise funds (each holder, a "**Project Manager**") through a crowdlending campaign (a "**Campaign**") and people wishing to finance such projects (each investor, a "**Contributor**"), in particular by lending a sum of money (the "**Loan**"). If a Contributor's Loan proposal is accepted by the Project Manager at the end of a Campaign, a contractual relationship is created between the Contributor and the Project Manager directly, without SwissLending being a party.

In general, any commercial transaction, and the obligations arising from a contract, concluded between you and other Users does not include SwissLending, which is not a party to this contract. You acknowledge and agree that SwissLending cannot be held responsible for any resulting damage.

Contributors make their funds available directly to Project Manager. SwissLending does not accept funds on deposit, nor does it trade securities in its own name on behalf of third parties in relation to the projects listed on the Website. SwissLending does not issue any financial instruments, in particular no shares or securities, and does not act as a financial intermediary in the trading of financial instruments or securities. The funds used to finance the real estate projects do not transit through SwissLending's bank account. The proposed Loans are made directly and exclusively by the Project Manager. When required by law, Project Managers must create and issue an issuing document according to Art. 5 para. 3 of the Banking Ordinance

(BO) or a prospectus according to Art. 35 of the FinSA. SwissLending is neither the creator nor the drafter of such issuing documents respectively prospectus' and does not assume any liability in this respect.

2. Campaigns

2.1 Preliminary observations

SwissLending receives numerous Campaign proposals which may be competing. SwissLending reserves the right to refuse a Campaign proposal without giving any reason. In particular, SwissLending will refuse a Campaign which, in its sole opinion:

- is fanciful and/or lacks seriousness;
- promotes or implies illicit or immoral actions;
- is likely to cause a damage (notably financial or reputational) to SwissLending or to third parties; or
- is based on information which veracity could not be demonstrated to the satisfaction of SwissLending.

SwissLending does not give any assurance or guarantee on the viability or success of the Campaign, on the one hand, and of the real estate project which is the cause of it, on the other hand.

SwissLending is not subject to any obligations that would in any way limit its activity or that would prevent it from using the content of a Campaign proposal within the framework of its activity, in particular with regard to accepting projects that compete with a Campaign proposal.

2.2 Minimum amount

A minimum amount (the "**Minimum Amount**") may be required to be raised before a Campaign is completed.

2.3 Campaign proposal (prospectus)

The Project Manager submits a Campaign proposal to SwissLending.

In his Campaign proposal, the Project Manager must describe, in a complete and fair manner, the project, the intended use of the funds for which he/she is requesting the loan as well as the way in which he/she intends to repay them. When required by law, the Campaign shall include an issuing document or a prospectus. In the case of an issuing under Swiss law, in the cases required by law, the Campaign shall include an issuing document within the meaning of Art. 5 OB or a prospectus within the meaning of Art. 35 FinSA as well as documents and information on all material aspects of the investment, as determined at any time. Project Managers are expressly informed that the absence or deficiency of an issuing document or prospectus may result, inter alia, in the liability of the Project Manager, their directors and persons involved in the preparation of the prospectus or in the Project Manager being required to obtain an authorization under the Banking Act.

2.4 Publication of the Campaign on the Website

SwissLending will decide at its sole discretion what information related to the Campaign will be published on the Website. This information will include in particular (i) a description of the real estate project (text, photos, location plan, construction plans, etc.), (ii) the total amount of financing desired by the Project Manager, with an indication, if applicable, of the Minimum Amount, as well as (iii) the financing period, i.e., the date of the opening of the Loan subscription period until its maturity.

Even if SwissLending makes every effort to gather complete and accurate information, it does not guarantee the exhaustiveness and accuracy of the information communicated during a Campaign or in the prospectus. The use of model documents made available to the Project Managers, respectively their adaptation to a concrete situation and/or publication on the Website is the sole responsibility of the Project Managers. SwissLending does not assume any responsibility in relation to the documents or information published in the framework of a Campaign or in a prospectus.

2.5 Legal compliance

It is the Project Manager's responsibility to ensure that the Campaign and its implementation comply with the applicable laws and regulations and that it holds all necessary rights - in particular intellectual property rights - and authorizations - in particular building permits - to publish the content of the Campaign and to implement it.

2.6 Confidentiality

By submitting a Campaign proposal, the Project Manager agrees that its content may be published on the Website and made available to Users.

2.7 Suspension and cancellation of a Campaign

SwissLending can suspend or cancel a Campaign, without prior notice and without giving reasons, in particular if - in SwissLending's sole opinion - the Project Manager breaches the GTC, the Special Terms and Conditions, the applicable law, or if the Campaign displays reasons which would have led to its rejection.

3. Compensation for the Services

The creation of an Account is free. SwissLending does not charge anything to Contributors. The cost of the Services is covered by the fees due by the Project Manager and by the deduction of a portion of the amount of the Loans (the "**Compensation**"). As Compensation, the Project Manager pays to SwissLending:

- 1) Up to CHF 10,000 upon publication of the Campaign on the Website; and
- 2) Up to 5% of the total amount of Loans at the end of the Campaign, subject to the lifting of the Minimum Amount, if any. If the Campaign is withdrawn for a reason attributable to the Project Manager, the Compensation remains due by the Project Manager as if the Campaign had been successful.

4. Suspension of the Services

SwissLending reserves the right to prohibit (e.g. by deleting the relevant content and/or restricting or prohibiting access to the Website or the Services) any act that we deem inappropriate and/or that we deem to be against the law or that is prohibited by applicable laws and regulations. This will include (but is not limited to) posting or transmitting unauthorized information on the Website, including content that, in our opinion, is likely to be disruptive, harmful to, or interfere with the security systems and network of the Website or third parties, or contain libelous, defamatory, racist, obscene, threatening, pornographic, or otherwise illegal material. We further reserve the right to restrict, suspend or terminate an Account or access to the Website and/or Services without notice in the event of a breach of the GTC.

B. PROJECT MANAGER'S DUTIES

1. Commitment to Contributors

The Project Manager undertakes to the Contributors according to the terms of the loan relationship created between them. The Project Manager undertakes to do everything in his/her power to carry out the real estate project as presented during the Campaign and to repay the amounts lent. He/she undertakes to update the information concerning the Campaign and to inform Contributors regularly and honestly about the progress of the project and its financing.

2. Escrow account

Once the Campaign has been validated by SwissLending, the Project Manager opens an escrow account (the "**Escrow Account**") with an approved bank (the "**Bank**") to receive the funds paid by the Contributors during the Campaign. The Bank can be recommended by SwissLending or, if the Project Manager opts for a Bank of his choice, the latter undertakes to define the process of releasing the funds in agreement and in close collaboration with SwissLending. The Escrow Account and the Bank's mission must be maintained throughout the Campaign and until the Loans (capital and interest) are fully repaid to the Contributors. SwissLending will have the right to consult the Escrow Account in order to be able to control the amount of the Loans paid out.

3. Promotion of the Campaign

During the Campaign, SwissLending undertakes to ensure the communication of the Campaign to the Users, in particular through the Website, the social networks and the newsletters. The Project Manager commits to do the same, notably through his/her website and any other useful communication channel. Any communication about the Campaign made by the Project Manager must mention the address of the Site (www.swisslending.com) and the SwissLending logo.

4. Legal compliance – Taxes and fees

The Project Manager undertakes himself to respect all laws and rules that are applicable to him/her. He/she is solely responsible for taxes, fees and other contributions resulting from the receipt of Loans.

C. CONTRIBUTOR'S DUTIES

1. Due diligence

Contributors are solely responsible for the decision to participate in or abandon a Campaign. They ask all questions and request all information they deem necessary before making a Loan offer. SwissLending strongly recommends that Contributors do not rely solely on the information provided during a Campaign and that they seek advice from professional agents.

2. Risks and profits

Loans are granted voluntarily and at the sole risk and profit of the Contributor. By making a Loan offer, the Contributor declares that he/she is aware of the fact that he/she is participating in the financing of a project that entails certain risks, in particular delays and/or defaults in repayment that may lead to the total loss of the Loan. The Contributor ensures that the Loan is adequate in relation to his/her financial situation, his/her objectives, his/her experience and his/her operational and financial resources. Only the Project Manager is bound by his/her commitments towards the Contributors. SwissLending does not

guarantee that the Campaign will reach the Minimum Amount, nor that the Project Manager will use or repay the Loans according to his/her commitments.

D. LOAN

1. SUBSCRIPTION

If a Contributor decides to propose a Loan, he/she must return the subscription form and all other contractual documents (the "**Documents**") duly signed and pay the amount of the Loan into the Account within the timeframe indicated by the Campaign. No proposal will be considered until the Documents and the amount of the Loan are received in the Account.

2. Approval by the Project Manager

The Project Manager may refuse the Loan proposal in whole or in part, without giving any reasons. In case of total refusal, any amount paid into the Account by the Contributor will be returned to him/her without interest. In case of partial refusal, the Documents shall be considered as corresponding to the amount accepted by the Project Manager and any amount paid in excess on the Account shall be returned to the Contributor without interest.

3. Loan conditions

If a Contributor's subscription is accepted by the Project Manager at the end of the Campaign, the loan is concluded under the conditions described in the Documents (including, if applicable, the prospectus).

4. Refund

If the Loan is not taken into consideration, any amount paid into the Account will be returned to the Contributor without interest. This will be the case in particular if a Minimum Amount is not reached, or if a Campaign has to be cancelled.

5. Follow-up of due dates

SwissLending may, but is not obliged to, monitor the refunds towards the Project Manager. Contributors give a mandate to SwissLending, in case of late payments, to accomplish, in their name and for their account the following acts: a) to request information from the Project Manager on the state of the project and the reasons of the delay, b) to remind the Project Manager of his/her obligation to refund, c) to analyze the financial situation of the Project Manager, and/or d) to propose solutions or adapted refund plans. The costs associated with these steps may be charged to the defaulting Project Manager as additional damages.

6. Dispute between Contributors and Project Manager

Only the Project Manager is bound to the Contributors. If a Project Manager cannot fulfill a commitment (in particular with regard to the obligation to repay), he/she will immediately and openly inform the Contributors of the situation directly or through the Website, detailing the work that has been done, how the Loans have been used and the reasons why the commitment cannot be fulfilled. Furthermore, he/she will endeavor to reach a mutually acceptable solution with the Contributors. SwissLending may - but is not obliged to - assist the Project Manager and the Contributors in their discussions. If it deems it useful, SwissLending may also transmit to the Contributors the contact details of the Project Manager, or even put them in touch with a debt collecting company or a legal counsel. As a last resort, it is up to each

Contributor, under his/her sole responsibility and at his/her own expense, to initiate legal proceedings or compulsory enforcement measures against the Project Manager.

V. OTHER INVESTISSEMENTS METHODS

1. Nature and functioning

The platform operated by SwissLending offers the possibility to Users wishing to invest through it (the "**Investors**") to be put in contact with issuers (or distributors) of collective investments (the "**Issuer(s)**").

In addition, the platform operated by SwissLending offers the possibility to Users wishing to invest through this platform to be put in contact with an Issuer having created a dedicated investment vehicle (DIV).

When it concerns a Swiss law entity, e.g. a limited liability company as defined in articles 620 ff. of the Swiss Code of Obligations, such investments are structured in accordance with Art. 1a of the Collective Investment Schemes Ordinance ("**CISO**"). This implies in particular that the number of Investors is limited to 20, that they make the investment decisions themselves and that they are regularly informed about the status of the investments.

In general, Investors understand that any transaction made in this framework is directly concluded with the Issuer and does not concern SwissLending. Investors acknowledge and accept that SwissLending cannot be held responsible for any resulting damage.

Investors transfer their funds directly to the Issuer. SwissLending does not accept funds on deposit, nor does it at any time trade in securities in its own name on behalf of third parties in relation to the projects listed on the Website. SwissLending does not issue any financial instruments, in particular no collective investment or shares, and does not act as a financial intermediary.

The Issuers are responsible for providing all useful information to the Investors, either via the Website, or in any other way, especially electronically.

2. Absence of management

SwissLending does not manage in any way the investments of the Investors and any decision related to an investment is exclusively the responsibility of the latter.

3. Compensation for the Services

Per subscription, up to 5% of the total amount subscribed.

4. Due diligence

Investors are solely responsible for the decision to participate or not to participate in an investment. It is their responsibility to ask all questions and request all information they deem necessary before making an investment. SwissLending strongly recommends that Investors do not rely solely on the information given by the Issuer and that they are advised by professional agents (financial advisor and tax advisor).

5. Risks and profits

Investments are made at the sole risk and profit of the Investors. Investors declare that they are aware that they are participating in an investment that involves certain risks, including general market risk, risk related to the demand for an asset class, idiosyncratic risk (e.g. construction that limits the ability to collect

rents for a certain period of time), liquidity risk, structural risk or risk related to leverage, which may lead to the total loss of the investment and the risk of works related to a renovation (in particular for energy reasons).

VI. PROPERTY HOLDING

1. Nature and functioning

SwissLending also offers financing solutions in the framework of building plots on behalf of partner developers (the "**Developers**"), when the latter undertake to carry out all the necessary administrative procedures in order to obtain the corresponding authorizations for the development concerned. The SwissLending platform thus offers to the Users wishing to invest through this means (the "**Investors**") the possibility to acquire "undeveloped" plots of land which are kept for a predetermined period of time by the Developers or until the land has been fully approved for development and the necessary authorizations are obtained. Your plots are acquired directly from the plot seller. Once the predetermined holding period has expired, the plots are repurchased by the Developers at the price agreed upon in advance with the Investors.

Any profit on the resale of the plots is transferred to the Investors on the terms offered by the Promoters.

In general, any acquisition resulting from a contract, concluded between an Investor and a Promoter, does not concern SwissLending. You acknowledge and accept the fact that SwissLending cannot be held responsible for any resulting damage.

Investors' funds are transferred directly to the dedicated structure (the fund or the DIV). SwissLending does not accept funds on deposit, nor does it at any time trade in shares or securities in connection with the projects listed on the Website (whether in its own name or in the name of third parties). SwissLending does not issue any shares or securities directly and does not act as an intermediary in the trade of shares or securities.

The Promoters are responsible for transmitting all useful information to the Investors.

2. Compensation for the Services

Per subscription, up to 5% of the total amount subscribed.

3. Due diligence

Investors are solely responsible for the decision to participate or not to participate in a property holding. It is their responsibility to ask all questions and request all information they deem necessary before making an investment. SwissLending strongly recommends that Investors do not rely solely on the information given by the Promoters and that they are advised by professional agents.

4. Risks and profits

Investments in a property holding are made at the sole risk and profit of the Investor. Investors acknowledge that they are participating in an investment that involves certain risks, including financing/interest rate risk, zoning risk (related to pending approvals), risk related to environmental issues, risk of market collapse, risk related to potential market changes, and risk of limited or no regular cash flow, which could lead to a total loss of the investment.

VII. DISCLAIMER OF LIABILITY

To the extent permitted by law, any liability of SwissLending, its organs, auxiliaries and representatives, relating to access to the Website and use of the Services is excluded.

VIII. REGISTER OF ADVISERS

In accordance with the requirements of the FinSA, individuals within SwissLending who act as client advisors in the sense of the FinSA within the framework of the Services are registered in the register of advisors with the Swiss Register of client advisers (SRO).

IX. INTELLECTUAL PROPERTY RIGHTS

1. User Content

The Services allow you to post photographs, drawings, videos, text, logos, artwork, and other audio and/or visual creations (the "**User Content**"). By publishing User Content on the Website, you guarantee that the User Content and the use of the User Content do not violate the rights of a third party (copyright, trademark law, etc.), nor your possible commitments to third parties (obligation of confidentiality, non-competition, etc.), nor the GTC. The Project Manager grants SwissLending a worldwide, non-exclusive, irrevocable and perpetual, royalty-free or other compensation-free, sub-licensable - in particular to the Users for the purposes set out in the GTC - and transferable license to use, commercially exploit, publicly display, store, reproduce, modify, create derivative works and distribute the User Content.

Subject to the Project Manager's written refusal, SwissLending may use, reproduce and publish on the Website, for referencing, promotion and marketing purposes only, the Project Manager's name, company name, brand, registered or not, and all related intellectual property rights after the end of the Campaign. The Project Manager grants SwissLending a worldwide, non-exclusive, irrevocable and perpetual license, free of royalties or other indemnities in this sense, even in case of termination of the GTC.

2. Third-party content

Copyright and other intellectual property rights in the photographs, drawings, videos, texts, logos, works, and other audio and/or visual creations on the Website, which you have not published (the "**Third-Party Content**") are owned by SwissLending or are used with the permission of the relevant owner. Nothing on the Website is intended to grant you any license or right to use any of the Third-Party Content. SwissLending and the relevant owner retain all rights to the Third-Party Content. Except as provided in the GTC, any use by you of the Third-Party Content is strictly prohibited. No reproduction of any part of the Website may be sold or distributed for commercial purposes, nor may it be modified or incorporated into any other work, publication or other website.

3. Links

Links on the Website may lead to websites that are not owned or controlled by SwissLending. The inclusion of a link to other websites does not imply endorsement by SwissLending. Access to these Third-Party websites is at your own risk and under your sole responsibility. SwissLending does not accept any

responsibility for the content, accuracy or operation of these Third-Party websites. We recommend that you carefully read the legal notices and data protection notices of all other websites you visit.

In the event that you wish to link to the Website, you expressly agree to: (i) not to create any association between the Website and any third party; (ii) to ensure that the link does not imply, implicitly or explicitly, that SwissLending approves, endorses or assumes the activity of any other website, company or entity; and (iii) that SwissLending and/or its activities are not portrayed in a false, misleading, defamatory or insulting light or in any other way that may damage or take advantage of SwissLending's reputation. A link to the Website does not authorize you to use any content, name, logo, image or trademark owned by SwissLending or third parties without the prior, specific and written authorization of SwissLending and the rightful owners. SwissLending reserves the right to ask you to remove any link to the Website, without having to justify its reasons.

X. MISCELLANEOUS

- (i) Section titles of the GTC are for convenience only and have no legal effect.
- (ii) Any notice or communication in connection with the GTC will be sent to you at the address indicated in the Account details.
- (iii) The GTC, as well as any rights and obligations under the GTC, cannot be assigned by the Users, but can be assigned by SwissLending without restriction.
- (iv) The GTC and the documents that are an integral part of it, as well as any Special Terms and Conditions, constitute the entire agreement between each User and SwissLending in relation to its purpose. In case of conflict between a provision of the GTC and a provision of any Special Terms and Conditions, the latter will prevail.
- (v) Any provision of the GTC that is in contradiction with the Swiss mandatory law, in whole or in part, will be severable, and any nullity, total or partial, of such a clause will not affect the validity of the rest of the clause in question, nor of the other clauses of the GTC. Should a provision of the GTC be wholly or partly ineffective, it shall be replaced by a provision that has economic and legal effects as close as possible to those of the invalidated provision.
- (vi) The fact that SwissLending tolerates breaches by a User of his obligations according to the GTC, or does not demand the application of a right which is recognized to SwissLending by the GTC or by the law, cannot be interpreted as a waiver by SwissLending of its right to take advantage of it in the future.

XI. APPLICABLE LAW AND JURISDICTION

The GTC are subject to the Swiss material law, excluding the rules of private international law.

Exclusive place of jurisdiction is Geneva, subject to appeal to the Federal Court.