

Terms of Use – tiun. Connect

1. SCOPE AND APPLICABILITY

Thank you for using tiun!

These terms of use (the "**Terms**") constitute the contract between the individual using Our Services ("**You**") and tiun AG (company number: CHE-389.987.008, registered with the commercial register of Zurich, Switzerland) ("**tiun**" or "**We**"/"**Us**"), governing Your use of the tiun connect service (the "**Service**").

tiun is not a reseller of online services or media content. Any relationship between any third-party service or content provider (a "**Content Provider**") and You is a relationship exclusively between the Content Provider and You, governed by the respective terms and conditions agreed, if any, between the Content Provider and You, without any involvement of tiun as a contractual party or otherwise vis-à-vis You (even if such Content Provider uses services provided by tiun).

2. USE OF TIUN CONNECT

2.1 Purpose, Payment Methods

(a) The Service allows You to connect a variety of payment methods (such as Apple Pay, Google Pay, credit cards, tiun Pre-Paid, and others, each a "**Payment Method**") to it in order to pay for content and services of third-party content providers ("**Content Providers**") without having to obtain a subscription for their content and services or transmit your payment details to them.

(b) You may choose any Payment Method currently available from tiun.

2.2 Connecting Your Payment Methods, permission to charge

By connecting and selecting a Payment Method to pay for a specific Content Provider's offering, You permit Us to charge Your consumption of Content Provider content and services to the chosen Payment Method. The amount we charge to Your Payment Method depends on the prices set by the Content Provider and Your method of use (refer to the following sections).

2.3 Preferred Payment Methods

You have the option of selecting a preferred Payment Method for a specific Content Provider. If You elect to do this, then We will charge Your preferred Payment Method every time You use the Content Provider's content and services until You choose another preferred Payment Method.

2.4 Pricing Models

2.4.1 In general

tiun offers Content Providers the option to offer various pricing models ("**Pricing Models**"), and the option for You to select your preferred third-party payment methods to access and pay for content and services offered for this particular price, as further described in this section 2.4. Please note that the availability of certain Payment Methods may be dependent on the Pricing model.

2.4.2 Pay-as-You-go pricing

A Content Provider may offer You to pay for the time you are consuming its content and services on a pay-as-you-go basis ("**Pay-as-You-go**"). In such case, you are accepting the initial price and are authorizing us to place a hold such amount to start your session and to then charge Your preferred Payment Method the final amount when You're done. For this, You can either close the browser window or end your session by clicking the respective button in the Service, whereupon Your respective session will end.

Depending on the preferred Payment Method that You selected, we reserve the right to end a session proactively for You if your spending amount otherwise exceeds the initial hold we placed, or if You have insufficient funds.

2.4.3 Subscription pricing

A Content Provider may offer You the opportunity to subscribe to their service through tiun. In such case, You authorize us to charge to the Payment Method of Your choice on a recurring basis until you actively cancel your subscription with the Content Provider. Managing and cancelling your subscription can be done through tiun.

2.5 **Discounts**

We may give you a discount if you choose a certain payment method. Such discount is displayed upon checkout. Such discount is dependent on payment with the payment method for which the discount is offered.

2.6 **Monthly limits**

Certain Content Provider will permit You to continue using their content and services, or a specific part thereof, for a specific time period (e.g. the rest of the month) once You have paid a certain amount for such Content Provider's content or services in a specific period (e.g. in the current month). Any such offering may be dependent on Your chosen Pricing Model (see section 2.4) and will be displayed to You when purchasing content or services from the Content Provider in question.

2.7 **Currency Conversion**

We charge payments to You in the currency shown in the checkout. Please note that Your payment provider may charge You conversion fees if Your chosen Payment Method is denominated in another currency.

2.8 **Receipts**

As part of "Pay-as-You-go", all receipts for payment of content and services provided by Content Providers are sent exclusively in electronic form by e-mail. In this context, it is not possible to issue paper receipts or other VAT-compliant documents that meet the respective requirements of the country in which You have Your registered office, domicile or habitual residence. Unfortunately, requests for individual receipt content cannot be considered.

3. **TRACKING OF YOUR USE OF THE CONTENT PROVIDER'S CONTENT AND SERVICES, DATA SHARED WITH CONTENT PROVIDERS**

In order to ensure the correctness of the calculation of the respective fees based on Your chosen Pricing Model, our software will track Your use of the Content Provider's offerings

within your browser or the Content Provider's application. We reserve the right to share the details of Your use of the Content Provider's offerings, on a personalized or anonymized basis, with the Content Provider. Please see the privacy policy as to what data we're sharing with Content Providers.

4. DISCLAIMER AND LIMITATION OF LIABILITY

- (a) We are not a provider of content and have no influence whatsoever on the content provided by Content Providers. Accordingly, we do not make any representations and give no warranties with respect to any content or services accessed using the Service. In particular, no representations or warranties are given or made with respect to the completeness, correctness, effectiveness, or quality of such content or service.
- (b) We shall not be liable for any damages resulting from Your use of Content Provider content or services.
- (c) Any liability of Ours shall be limited to the amounts You have paid to Content Providers using the Services using the Service in the preceding 4 weeks.

5. YOUR OBLIGATIONS WHEN USING THE SERVICES

You shall not (a) use the Service for any fraudulent activity or to breach any third-party intellectual property rights, (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas, algorithms, structure, or organization of the software, (c) manipulate, or try to manipulate, the Service in order to get access to, or a reduced price for, Content Provider content or services, (d) use the Service in a manner that violates any applicable law or regulation, (e) use the Service for any purpose other than the consumption of Content Provider content and services in accordance with the terms applicable thereto, or (f) introduce any malware, virus, or other harmful code to the Service.

6. SEVERABILITY

Each provision of these Terms shall be interpreted in such a manner as to be effective and valid under applicable law. The invalidity or unenforceability of any provision of these Terms shall in no way affect the validity or enforceability of any other provision hereof. If any provision of these Terms is determined to be invalid, illegal or unenforceable, the remaining provisions of these Terms remain in full force and effect if both the economic and legal substance of the transactions that are contemplated in these Terms are not affected in any manner adverse to any party.

7. APPLICABLE LAW AND JURISDICTION

These Terms shall be governed by and subject to the substantive laws of Switzerland excluding their conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention).

The ordinary courts in Zurich, Switzerland (venue being Zurich 1), shall have sole and exclusive jurisdiction with respect to any and all disputes out of or in connection with these Terms.

Annex 1: Country-specific terms

1. GERMANY

The following country-specific terms shall modify the terms set forth in the Terms if Your domicile or habitual residence is in Germany.

1.1. DISCLAIMER AND LIMITATION OF LIABILITY

Section 4 (DISCLAIMER AND LIMITATION OF LIABILITY) of the Terms shall be replaced as follows:

4. DISCLAIMER AND LIMITATION OF LIABILITY

- (a) We are not a provider of content and have no influence whatsoever on the content provided by Content Providers. Accordingly, we do not make any representations and give no warranties with respect to any content or services accessed using the Service. In particular, no representations or warranties are given or made with respect to the completeness, correctness, effectiveness, or quality of such content or service.
- (b) We shall not be liable for any damages resulting from Your use of Content Provider content or services.
- (c) Any liability of Ours shall be limited as follows:
 - (i) In cases of intent, gross negligence and in cases of absence of a guaranteed quality Our liability extends to the full loss;
 - (ii) In other cases, We are not liable except for breach of a major obligation ("*Kardinalspflicht*") and only up to the limits in the following Section (iii). A breach of a major obligation in the meaning of this Section (ii) is assumed where the duty itself is a necessary prerequisite for the contractual performance, or where the breach of the relevant duty jeopardizes the purpose of the contract and where You could legitimately rely upon its fulfillment.
 - (iii) Any liability in cases under Section (ii) is limited to the amounts You have paid to Content Providers using the Services using the Service in the preceding 4 weeks.
 - (iv) The limitation of liability in this Section (c) do not apply to personal injury liability or liability under the German Product Liability Act (*Produkthaftungsgesetz*).

1.2. APPLICABLE LAW AND JURISDICTION

Section 7 (APPLICABLE LAW AND JURISDICTION) of the Terms shall be replaced as follows:

7. APPLICABLE LAW AND JURISDICTION

These Terms shall be governed by and subject to the substantive laws of Switzerland excluding their conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention). Notwithstanding this, these Terms shall not affect your rights to rely on mandatory provisions applicable under German law, including but not limited to consumer rights.

You may choose between the courts territorially competent under the German Civil Procedure Code (*Zivilprozessordnung*) and the courts of the place where You reside at the time of the conclusion of the contract or the place where the harmful event occurred.

We are not obligated and not willing to participate in dispute resolution proceedings according to Section 36 of the German Act on Alternative Dispute Resolution in Consumer Matters (*Gesetz über die alternative Streitbeilegung in Verbrauchersachen - VBSG*).