



2four1 general terms and conditions

Sisu 2four1 Ltd (hereinafter 2four1) maintains a mobile application (iOS and Android), where businesses independent of 2four1 (hereinafter service provider or service providers) make discount coupons available to users of the application (hereinafter user or users).

1. Scope of application

These general terms and conditions form integral part of any contract between 2four1 and the service provider. The annexe of these general terms and conditions equally forms integral part of any contract between 2four1 and the service provider.

2. Contract conclusion

The service provider concludes a contract with 2four1 by signing up on the mobile application and providing the requested information.

3. 2four1's role

2four1 will not become a party in the service relationship between the service provider and the user. 2four1 merely provides a platform on which the attention of users is called on products and / or services offered by the service provider.

4. Contract duration and termination

The contract is concluded for an indefinite period of time.

The service provider may terminate the contract with a notice period of two months to the end of each year. The service provider is not entitled to terminate the contract during a calendar year other than for good cause.

2four1 is entitled to terminate the contract at any time without notice and without stating its reasons. 2four1 is entitled to delete the service provider's profile within the mobile application and all the latter's coupons at any time and without stating its reasons. 2four1 is equally entitled to delete individual coupons at any time and without stating its reasons.

5. Sale of its business by service provider

The service provider shall not sell its business during the contract term without assigning the contract to the buyer. The service provider immediately informs 2four1 in writing of an imminent sale of its business or a change of control in its business.

6. Mobile application

During the contract period, 2four1 maintains a mobile application which locates the users and suggests them offers by service providers near them. Based on an algorithm, the mobile application determines the users' needs and preferences and is thus able to suggest them personalized offers. For this purpose, 2four1 collects data about the products and services sold by the service provider to the user and their respective prices.

Dafür erhebt 2four1 Daten über die vom Nutzer beim Dienstleister bezogenen Produkte und Dienstleistungen sowie deren Preise.

The service provider is presented with a profile on the mobile application. On the service provider's profile page, its company logo, a banner picture as well as a short description of its business will be embedded into a predefined template. Further, the service provider's contact information (incl. social media channels) and its opening hours will be displayed. A map from Google Maps facilitates the users' navigation to the service provider's location. If available, google reviews and ratings of the service provider are displayed on its profile page. 2four1 may change and adapt the service provider's profile template at any time and without prior notification.

7. 2four1's marketing of the mobile application

2four1 promotes its mobile application as it considers appropriate.

8. Distribution of the mobile application



2four1 distributes its mobile application via Apple's *App Store* and Google's *Google Play* respectively and charges the user with a monthly or yearly subscription fee. 2four1 reserves the right to adapt the subscription fee taking the market development into consideration.

The service provider is entitled to use the mobile application as a user free of charge. This right is limited to one user and one mobile phone per service provider.

9. Service provider's duty to make coupons available

The service provider is obliged to make at least four coupons per calendar year and user available and to validate them.

During the contract term, the service provider is not entitled to change its offered products and services as defined at the time of the conclusion of the contract, without the explicit and written consent of 2four1. The service provider is equally obliged to make available rebated coupons for products and services which it started to offer after the conclusion of this contract.

For more information, as to the service provider's products and services, confer the annexe to these general terms and conditions.

10. Costs for service providers

The service provider's promotion on the mobile application and its making available of coupons to users is free of charge for the service provider in the first year as of the launching of the mobile application. For the avoidance of doubt, this does not mean that 2four1 compensates the service provider for rebating its products and services.

As of the second year, 2four1 may charge the service provider a commission of 5% of the payment for the rebated products and / or services by the user to the service provider for each validated coupon.

In case 2four1 chooses to charge the service provider a commission, it regularly provides the

service provider with a bill detailing the validated coupons as well as the corresponding commission fees.

The service provider is obliged to immediately check the bills. Unless it questions and / or objects a bill in writing within 5 working days as of the date it received the bill and affords its reasoning and proof, the bill shall be deemed approved.

The service provider is obliged to pay 2four1's bills within 10 working days. The service provider's failure to honour this obligation puts it in default without further notice.

Irrespective of whether 2four1 charges the service provider a commission, 2four1 will be informed about the validation of coupons over the mobile application. 2four1 will also be informed about the payment made by the user to the service provider for rebated products and services.

11. Application of a sticker

2four1 may provide the service provider with a 2four1-sticker. It is recommended that the service provider applies this sticker on an easily visible place at its location and thereby declares that it makes available coupons on the mobile application as well as that it validates them.

12. Processing and publication of data by 2four1

The service provider consents that 2four1 processes and publishes the former's data, such as its company logo, pictures, contact information as well as ad texts as a part of the fulfilment of this contract.

13. Non-disclosure

The service provider is obliged to keep any and all proprietary information confidential. Any and all information, which 2four1 discloses or has already disclosed to the service provider or which the service provider has learned in connection with the development or the use of the mobile application, irrespective of the form of the information (written, orally or stored on a data carrier), is deemed proprietary.



In particular the following information is deemed proprietary:

- business model,
- 2four1 business processes,
- promotional material,
- software code and algorithms,
- knowhow,
- financial information,
- contractual documentation, etc.

The service provider shall abstain from making proprietary information accessible to third parties without 2four1's prior written consent. The service provider is obliged to ensure that any and all third parties having been granted access to proprietary information maintain the confidentiality of the service provider in accordance with the terms of this agreement.

The service provider is obliged to take all necessary measures in order to prevent the disclosure of the proprietary information to unauthorised third parties.

Upon 2four1's written request, the service provider is obliged to hand over or destroy any and all proprietary information in its possession. The service provider shall give written notice of the fact that the proprietary information is destroyed.

Any and all documents, data carriers, samples, models etc. which 2four1 consigns to the service provider based on this contract, remain the property of 2four1.

Any and all intellectual property rights in the proprietary information remain with 2four1. By disclosing proprietary information to the service provider, the service provider does not acquire any right to use the intellectual property.

In the event, the service provider breaches this non-disclosure agreement, it shall pay a contractual penalty of **CHF 50'000.00** to 2four1 for each and every individual breach. The payment of this penalty by the service provider does not limit 2four1's right to damages and / or the recovery of profits.

Irrespective of the payment of the penalty, the service provider is obliged to restore compliance with this contract where possible and to adhere to this non-disclosure agreement.

14. 2four1's liability

2four1 is liable towards the service provider only for direct and immediate losses it caused with unlawful intent or in gross negligence. 2four1's liability for losses it caused in minor or medium negligence is excluded. To the extent permitted by law, 2four1's liability is also excluded for indirect and collateral losses. Moreover, 2four1's liability for losses caused by its auxiliary persons is equally excluded.

2four1's liability for losses that arose from business interruptions and / or technical malfunction on the part of either 2four1 or the service provider is excluded.

In any case, 2four1's liability towards the service provider is limited to the amount of the commission the service provider paid to 2four1 in the current year.

The service provider will hold 2four1 harmless from, any and all claims (incl. reasonable attorneys' fees and costs of litigation and / or arbitration) pursuant to a claim by a user, arising from the service relationship between the service provider and the user.

15. Modification and addition of contract terms

2four1 is entitled to modify these terms and conditions at any time and at its sole discretion. Any such modification will be effective and binding upon the service provider upon publication on 2four1's website or in the mobile application, unless the service provider in writing refuses its consent to the modifications within 14 days upon publication of the modified terms and conditions.

Modifications and additions to the contract between 2four1 and the service provider other than to these terms and conditions require text form to be valid.

16. Severability clause



Should any individual provision of these general terms and conditions or any other provision of the contract between 2four1 and the service provider prove incomplete, invalid or void or should the performance of such provision become impossible, the remainder of the contract (incl. terms and conditions) shall continue in full effect. The parties agree that they immediately replace the incomplete, invalid or void provision with a valid provision that approximates as closely as possible the commercial intent of the original provision.

17. Choice of law and jurisdiction

This contract is exclusively governed by Swiss law. The parties irrevocably consent to the exclusive jurisdiction of the competent court of Zurich.