

# TERMS OF SERVICE

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## Introduction

It is recommended to carefully read these Terms of Service before registering. The Terms of Service, together with the Privacy Policy, constitute the contract (the "Contract") that governs the relationship between the user (the "User") and NextHub Digital AG, with its registered office at Kreuzplatz 2, 8032 Zürich, with company number CHE-332.633.398 (hereinafter also referred to as "NEXT HUB DIGITAL").

The Terms of Service are general contract conditions, legally binding from the moment the Contract is concluded, which regulates access and registration to digital initiatives.

This document (in addition to the Privacy Policy) is deemed unconditionally and irrevocably accepted when the User explicitly confirms the Terms of Service during registration.

If the User does not intend to accept these Terms of Service, in whole or in part, they are requested to leave the Site and discontinue the registration process.

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## 1. Definitions

For the purposes of these Terms of Service, the terms listed below, when written with an initial capital letter, shall have the following meanings:

**"User"**: the individual who registers as a registered User.

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## 2. Subject

2.1 NEXT HUB DIGITAL operates as a facilitator in connecting supply and demand, in this case for quotes, test drives, and personalized offers in the automotive sector. NEXT HUB DIGITAL and the entities promoting the initiatives (the "Initiative Owners") operate autonomously and independently. Therefore, NEXT HUB DIGITAL is not responsible for the accuracy or correctness of the activities carried out by the Initiative Owners, which remain the sole responsibility and liability of the latter.

2.2 Registration for digital initiatives is voluntary and assumes that the User is of legal age and has the capacity to act. If the User wishes to receive digital initiatives from third parties (NEXT HUB DIGITAL's partners), they must explicitly agree to this possibility by selecting a separate checkbox, thereby also authorizing the receipt of related communications.

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### **3. Registration**

3.1 To access services reserved for registered Users, the User must register by providing the required data (e.g., phone number, full name, email, postal code) and completing the registration process as indicated.

3.2 Failure to complete the mandatory fields will prevent access to services reserved for registered Users.

3.3 The User declares that the personal data provided are truthful, assuming full civil and criminal liability for any falsehoods.

3.4 The User undertakes to indemnify NEXT HUB DIGITAL from any loss, damage, liability, cost, or expense arising from the unlawful use of third-party personal data.

3.5 NEXT HUB DIGITAL reserves the right to cancel a registration without the need to provide reasons.

3.6 If the User enters third-party data, they assume full responsibility for its accuracy.

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### **4. Changes to the Terms of Service**

These Terms of Service may be subject to variations or additions to adapt to any technical and/or operational changes. It is recommended to periodically review this document to stay updated.

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### **5. Interpretation**

Technical-IT terms contained in these Terms of Service must be interpreted according to their common and current meaning within the relevant IT context.

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### **6. Intellectual Property**

6.1 All intellectual property rights related to the Sites belong exclusively to NEXT HUB DIGITAL.

6.2 Reproduction, public communication, modification, or any other use of content owned by NEXT HUB DIGITAL is prohibited, except for private and personal use.

6.3 All other names, signs, or symbols present in NEXT HUB DIGITAL's communications

may be trademarks registered by their respective owners. Unauthorized use may constitute a legally actionable violation.

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## **7. Limitations of Liability**

7.1 NEXT HUB DIGITAL is responsible for protecting the personal data collected and processed, in compliance with applicable privacy regulations. However, it is not liable for the quality, execution, or content of the digital initiatives offered. The User releases NEXT HUB DIGITAL from any liability regarding digital initiatives provided by partners.

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## **8. User Responsibility**

Any violation of these Terms of Service will result in the immediate termination of the Contract and the cancellation of the User's registration.

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## **9. Partial Invalidity or Ineffectiveness of the Terms of Service**

If one or more clauses of these Terms of Service are deemed null, voidable, invalid, or ineffective, this will not affect the validity of the remaining clauses, which will remain fully valid and effective.

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## **10. Applicable Law and Arbitration**

The interpretation and execution of these Terms of Service, as well as the relationships between the parties, are governed by Swiss law, excluding the rules of private international law of that jurisdiction.