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## **Terms of Use**

Last Updated: [July 2024]

Please read this document carefully before using the wedge Application (hereinafter referred to as the "Application"). By using our Application, you agree to the terms of this agreement.

This Agreement between WEDGE GROUP SÀRL, (Switzerland, 2000 Neuchâtel, rue du Vully 20), acting as the Owner of the Application and you (the User), defines the terms of use of the WEDGE Application (hereinafter referred to as the "Application").

### **1. General Provisions**

1.1. This Agreement is a public offer that is legally binding for all users of our service. This means that by using our service, you automatically accept all the terms of this Agreement.

1.2. By using the App, you enter into a binding legal Agreement with us that sets out your rights and obligations to use our App. This Agreement incorporates the terms of this document, as well as our Privacy Policy and Cookie Policy. You agree to abide by all of these terms and conditions in order to be able to use our services. If you do not want to or cannot comply with this Agreement, please do not use the App.

1.3 Before you register on our App, submit any material to the App or use any of the App's services, we will ask you to expressly agree to these terms and conditions.

### **2. Basic concepts**

**2.1. Offer** - a real offer containing, in accordance with the Civil Code of Switzerland, all the essential terms of the public offer agreement, expressing the will of the Application Owner to conclude such an agreement on the terms specified in the offer with any legal entity or individual who responds. Further, the Offer also means the Agreement itself.

**2.2. Agreement** - an agreement containing essential and other terms of the contract for the provision of information exchange services, which is recognized as concluded at the time of receipt of the Acceptance by the Application Owner.

**2.3 Acceptance** - the response of any legal entity or individual about the full and unconditional acceptance of the Offer, by taking actions in accordance with this Offer.

**2.4. The owner of the Application** - WEDGE GROUP SÀRL is a legal entity registered in accordance with the laws of Switzerland (Registration number CHE-471.969.431), which is the owner and copyright holder of the exclusive rights to the Application.

**2.5. User** - any legal entity or individual who has shown interest in the Application and accepted the Agreement and the Offer in accordance with the terms. An individual who is a representative of a legal entity that has shown interest in the Application and accepted the Offer is considered an

authorized representative, regardless of the fact of requesting supporting documents (power of attorney and others) from the Application Owner.

**2.6. User Agreement** - an agreement between the Application Owner and the User on granting the right to use the Application.

**2.7. Parties** – the Application Owner and the User.

**2.8. Tariffs** - established complexes of the cost of services of the Application Owner, which are posted in the User's personal account on the platform available in the Application.

**2.10. Payment systems** - a service for transferring money or other means that replace them (checks, certificates, conventional payment units or specialized securities) in electronic form. The payment system is installed at the choice of the Application Owner.

**2.11. Application** - a platform located at Google play store, Apple store, aimed at offering an unlimited number of people to use the Application in accordance with its Purpose.

**2.12. The purpose of the Application** is the use of the Application by the User for the purpose of leisure and enjoyment.

**2.13. Account, Account** - a record containing a set of information that is transmitted by the User of the Application during Registration and is used to work in accordance with the Purpose of the Application.

**2.14. Registration** is a procedure during which the User fills out a questionnaire on the Application, creates a password, creates an Account.

**2.15. Registration data of the User** - data voluntarily specified or uploaded by the User during the Registration and during further use of the Application.

**2.16. Personal data** - any information relating to a directly or indirectly identified or identifiable natural person ("personal data subject"); an identifiable natural person is a person who can be identified, directly or indirectly, in particular by reference to an identifier such as first name, last name, patronymic (if any), identification number, individual taxpayer number, bank details, year, month, date and place of birth, address, e-mail address, telephone number, which can previously be identified as an identifier.

**2.17.** All other terms and definitions found in the text of the Offer shall be interpreted by the Parties in accordance with the legislation of Switzerland, the current recommendations (RFCs) of international standardization bodies on the Internet and the usual rules for the interpretation of the relevant terms formed on the Internet.

**2.18.** Terms and definitions can be used both in the singular and in the plural depending on the context, the spelling of terms can be used both with capital letters.

**2.19.** The titles of headings (sections), as well as the construction of the Offer, are intended solely for the convenience of using its text and have no literal legal meaning.

### **3. Validity of the Agreement**

3.1. Acceptance and Conditions: it is considered that the User accepts the rules of this Agreement by performing all of the following actions:

Acquaintance with and agreement with the Terms of this User Agreement posted under the Privacy Policy tab of the main menu.

Acceptance means that the User fully and unconditionally agrees with all the terms of the agreement in the form in which they are set out. The user realizes that approval means automatic conclusion of the agreement on the agreed terms.

3.2. Term of the Agreement: According to the terms of this Agreement, its validity is limited to the period of use of the Application, certain Tariffs and the User's will to use the services of the Application.

3.3. Unlimited Consent: Acceptance of the rules set forth in this Agreement confirms that any terms of the Agreement are accepted by the User in its entirety without any exceptions or limitations. Acceptance of the terms of the Agreement confirms that the User understands all the terms of the Agreement, that the User has exercised the right to receive any explanations from the Contractor regarding the terms of the Agreement, and also confirms that the terms of the Agreement fully comply with the will, needs and requirements of the User.

3.4. Validity of the Agreement: The Agreement comes into force from the moment of conclusion and approval by the User and is concluded for an indefinite period. The beginning of the use of the Application by the User means acceptance of the terms of the Agreement. In the event that the User stops paying for the services of the Application, the Agreement is considered terminated from the date of non-receipt of the relevant payment by the User.

3.5. Inability to fulfill certain conditions: In the event that any clause of the Agreement is not subject to literal execution and cannot be applied to the legal relations of the parties, it shall be interpreted within the framework of Swiss law, taking into account the original interests of the parties, while the rest of the terms of the Agreement continue to be in full force.

### **4. Copyright Notice**

4.1 The clauses of this Agreement shall be construed in accordance with the laws of Switzerland.

4.2 Subject to the express provision of these terms and conditions:

(a) we, together with our licensors, own and control all copyright and other intellectual property rights in our App and the materials on our App; and

and (b) all copyrights and other intellectual property rights in our App and the materials on our App are reserved.

## **5. Permission to use the site**

5.1 You may:

- (a) view the pages of the Application in a web browser;
- (b) load pages from the Caching Application in a web browser;
- (c) print pages from the Application for personal and non-commercial use, provided that such printing is not systematic or excessive;
- (d) transmit audio and video files from the Application using the media player on the Application;
- (e) use the services of the Application using a web browser, in accordance with the other provisions of these terms.

5.2 Except as expressly permitted in Section 5.1 or elsewhere in these terms, you may not download any material from the App or store such material on your computer.

5.3 You may only use the App for your own purposes. You must not use our App for any other purpose.

5.4 Except as expressly permitted by these terms and conditions, you may not edit or otherwise alter any material on our App.

5.5 If you do not own or control the relevant rights to the material, you must not:

- (a) republish material from the App, including reposting on another App;
- (b) sell, lease or sublicense materials from the Application;
- (c) display any material from our App publicly;
- (d) use the materials from the Application for commercial purposes; or
- (e) distribute materials from the Application.

5.6 Notwithstanding section 5.5, you may distribute our newsletter in print and electronic form to any person.

5.7 We reserve the right to suspend or restrict access to the App, sections of the App and/or the features of the App. We may suspend access to the App while the server is being maintained or when we update the App. You must not circumvent or attempt to circumvent any access restriction measures on the App.

5.9 We reserve the right to place advertising and/or other information in any section of the Application without the consent of the User.

## **6. Abuse of the app**

### **6.1 You must not:**

(a) use the Application in any way or take any action that causes or may cause damage to the Application or impair its performance, availability, integrity or security;

(b) use the App in any manner that is unlawful, fraudulent or harmful, or in connection with any illegal, fraudulent or harmful purpose or activity;

(c) disrupt or otherwise interfere with the operation of the Application;

(d) probe, scan, or test the vulnerability of the Application without permission;

(f) circumvent any authentication or security systems or processes on or related to the Application;

(f) use the Application to copy, store, host, transmit, send, use, publish or distribute any material that consists of (or is associated with) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other harmful computer software;

(h) place an unreasonably large load on the Application's resources, including bandwidth, storage capacity, and processing;

(h) decrypt any messages sent by or to the Application without permission;

(j) carry out any systematic or automated data collection activities, including, but not limited to, copying, data mining, extracting and collecting data on or in relation to the Application without our express written consent;

(k) access or otherwise interact with the Application through any robot, artificial intelligence, or other automated means, except for search engine indexing purposes;

(i) use the App other than through our public interfaces;

(j) violate the directives set forth in the robots.txt file for the Application;

(k) use the data collected on the App for any direct marketing activity (including email marketing, SMS marketing, telemarketing, and direct mail); or

(m) take any action that interferes with the normal use of the Application.

**6.2 You must not use the data collected on the App to contact individuals, companies or organisations.**

**6.3 You must ensure that all information you provide to us through or in relation to the App is true, accurate, current, complete and not misleading.**

## **7. Registration and Accounts**

7.1 You may register for an account on the App by completing and submitting the App account registration form and clicking on the confirmation link in the email that the App will send you.

7.2 You must not allow others to use your account to access the App.

7.3 User cannot and does not have the right to sell or transfer in other way his/her tokens or his/her account to anybody else.

7.4. You must notify us immediately in writing if you become aware of any unauthorised use of your account.

7.5 You must not use any other person's account to access the App unless you have that person's express permission to do so.

## **8. User login data**

8.1 If you register an account on the App, we will provide you and you will be asked to choose user ID and password.

8.2 Your User ID must not be misleading and must comply with the content rules set out in Section 10; You must not use your account or user ID for/or in connection with impersonation.

8.3 You must keep your password confidential.

8.4 You must notify us immediately in writing under [support@wedge.vip](mailto:support@wedge.vip) if you become aware of any disclosure of your password.

8.5 You will be responsible for any actions on the App that result from your failure to keep your password confidential and may be liable for any damages resulting from such failure.

## **9. Account Cancellation and Suspension**

9.1 We may:

- (a) [suspend your account];
- (b) [cancel your account]; and/or
- (c) [edit account information], at any time in our sole discretion with or without notice.

9.2 We cancel an account if it is not used for a period of [18 months].

9.3 You may cancel your account on the App [using the account dashboard on the App].

## **10. Our Rights to Use Your Content**

10.1 In these terms and conditions, "your content" means all works and materials (including text, graphics, images, audio materials, videos, audiovisual materials, scripts, software and files) that you send to us for storage or publication, processing, transmission through the Application.

10.2 You grant us an irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media on this App.

10.3 You grant us the right to sublicense the rights licensed under Section 10.2.

10.4 You grant us the right to bring an infringement claim licensed under Section 10.2.

10.5 You hereby waive all of your moral rights in your Content to the maximum extent permitted by applicable law; You warrant and represent that all other moral rights in your Content have been waived to the maximum extent permitted by applicable law.

10.6 You may edit your content to the extent permitted by using the editing feature available on the App.

10.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may remove, cancel publication or edit any or all of the content.

## **11. Rules about your content**

11.1 You warrant and represent that your content will comply with these terms and conditions.

11.2 Your Content must not be unlawful, must not infringe the legal rights of any person and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

11.3 Your content and our use of your content under these terms must not:

- (a) be defamatory or malicious;
- (b) be obscene;
- (c) infringe any copyright, database right, trademark right, design right, right of transfer, or other intellectual property right;
- (d) violate any right to privacy, rights under data protection law;
- (f) constitute negligent advice or contain any negligent statement;
- (f) constitute incitement to commit an offence, instructions to commit a crime or facilitate criminal activity;
- (h) contempt any court or disobey any court order;
- (g) violate laws on racial or religious hatred or discrimination;
- (h) be blasphemous;
- (k) violate the law of official secrecy;
- (i) breach any contractual obligation to any person;
- (j) depict violence in an explicit, graphic or unjustified manner;
- (k) be pornographic, obscene or sexually explicit;
- (l) be false, inaccurate or misleading;
- (m) consist of any guidance, advice or other information or contain any instructions, advice or other information in respect of which action can be taken and which may, if action is taken, cause illness, injury or death or any other loss or damage;
- (n) constitute spam;
- (o) be abusive, misleading, fraudulent, threatening, abusive, harassing, anti-social, threatening, hateful, discriminatory or inflammatory; or
- (p) cause annoyance, inconvenience, or unnecessary alarm to any person.



## **12. Limited Warranties**

12.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on the Application;
- (b) that the materials on the App are up to date;
- (c) The App will operate without failure; or
- (d) The App or any service on the App will remain available.

12.2 We reserve the right to discontinue or modify any or all of the services of the App, and to discontinue publishing the App at any time in our sole discretion without notice or explanation;

12.3 You will not be entitled to any compensation or other payment upon termination or modification of any App services or if we cease publishing the App, except as expressly provided in these terms.

12.4 To the maximum extent permitted by applicable law and subject to Section 13.1, we exclude all representations and warranties relating to the subject matter of these terms, the App and the use of the App.

### **13. Limitation and Exclusion of Liability**

13.1 Nothing in these terms and conditions may:

- (a) limit or exclude any liability for death or personal injury caused by negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liability in any manner not permitted by applicable law; or
- (d) exclude any liability that cannot be excluded under applicable law.

13.2 Limitations and exclusions of liability set out in this Section 13 and other terms and conditions:

- (a) are subject to Section 13.1, and
- (b) govern all liabilities arising under or relating to the subject matter of these terms, including liabilities arising in contract, tort (including negligence) and for breach of statutory duty, except as expressly provided otherwise in these Terms.

13.3 As the App and the information and services on the App are provided free of charge, we will not be liable for any loss or damage of any nature.

13.4 We will not be liable to you for any loss caused by any event or events beyond our reasonable control.

13.5 We will not be liable to you in respect of any personal or business loss, including (without limitation) loss of or damage to profits, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

13.6 We will not be liable to you for any loss or corruption of any data, database or software.

13.7 We will not be liable to you for any special, consequential loss or damage.

13.8 You agree that we have an interest in limiting the personal liability of our officers and employees and, given that interest, you acknowledge that we are a limited liability entity; you agree that you will not assert any claim personally against our officers or employees for any loss you have suffered in connection with the Application or these terms and conditions (this of course does not limit or exclude the limited liability of the subject of limited liability for the acts and omissions of our officers and employees).

#### **14. Breach of these terms**

14.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms in any way, we may:

- (a) send you one or more legal notices;
- (b) temporarily suspend your access to the Application;
- (c) permanently ban you from accessing the App;
- (d) block computers that use your IP address from accessing the Application;
- (e) contact any or all of your internet service providers and request that they block your access to the App;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (h) suspend or delete your account on the App.

14.2 If we suspend, prohibit or block your access to the App or part of the App, you must take no action to circumvent such suspension, ban or blocking [(including, without limitation, [creating and/or using another account])].

## **15. Variation**

15.1 We may revise these terms and conditions from time to time.

15.2 The revised terms and conditions apply to your use of the App from the date of publication of the revised terms and conditions on the App and you hereby waive any rights that may be communicated to you or agree to changes to these terms.

15.3 If you have agreed to these terms and conditions, we will ask for your express consent to any revision of these terms;

15.4 If you do not agree to the amended terms and conditions within the period specified by us, we will disable or delete your account on the App and you must stop using the App.

## **16. Authorization**

16.1 You hereby agree that we may transfer, subcontract or otherwise deal with our rights and/or obligations under these terms and conditions.

16.2 You may not, without our prior written consent, assign, transfer, subcontract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **17. Divisibility**

17.1 If any court or other competent authority finds a provision of these terms and conditions to be illegal and/or unenforceable, the other provision will remain in effect.

17.2 If any illegal and/or unenforceable provision of these terms and conditions would be legal or enforceable if a part were deleted, that part will be deemed deleted and the remainder of the provision will remain in effect.

## **18. Rights of Third Parties**

18.1 The contract under these terms and conditions is for the benefit of us and you and is not intended to benefit or enforce performance by a third party.

18.2 The exercise of the parties' rights under the contract under these terms and conditions is independent of the consent of any third party.

## **19. Entire Agreement**

19.1 Subject to Section 13.1, these terms and conditions, together with our Privacy and Cookie Policy, constitute the entire agreement between you and us regarding your use of the App and supersede all prior agreements between you and us regarding your use of the App.

## **20. Law and Jurisdiction**

20.1 These terms and conditions shall be governed by and drafted in accordance with the laws of Switzerland.

20.2 Any dispute relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of Switzerland.

## **21. Legal and Regulatory Disclosures**

21.1 We are registered in Neuchâtel, Switzerland.

21.2 Our Independent Law Centre is registered in

21.3 Our Revenue Number – CHE – 471.969.431.

## **22. Our Details**

22.1 This App is owned and operated by wedge group Sàrl.

22.2 We are registered in, CRO number, and our registered office is at

22.3 Our principal place of business is at:

22.4 You can contact us:

(a) by post to the above postal address,

(b) use of the Application's contact form;

(c) by email using the email address published on the Application. support@wedge.vip

**23. The policy of processing personal data and transmitted information is determined separately by the Privacy Policy.**

## **24. COOKIES**

24.1 Cookies explain how WEDGE GROUP SÀRL (Company', 'we', 'us' and 'our') uses cookies and similar technologies to recognise you when you visit our website at [www.wedge.vip](http://www.wedge.vip). It explains what these technologies are and why we use them, as well as your rights to control our use of them.

24.2 In some cases, we may use cookies to collect personal information or it becomes personal information if we combine it with other information.

24.3 Cookies are small data files that are stored on your computer or mobile device when you visit the website. Cookies are widely used by us to make the website work more efficiently, as well as to provide reporting information.

24.4 Cookies set by the Website Owner (in this case, WEDGE GROUP SÀRL ) are referred to as "first cookies".

Cookies that are not set by the App or website Owner are called "third-party cookies". Third-party cookies allow us to provide third-party features or functionality on or through the website (e.g., advertising, interactive content, and analytics).

The parties that set these third-party cookies may recognize your computer both when you visit the relevant website and when you visit certain other websites.

24.5 You have the right to decide whether to accept or reject cookies. You can exercise your cookie rights by setting your preferences in the cookie consent manager.

The Cookie Consent Manager allows you to choose the categories of cookies you accept or reject. First-party cookies cannot be rejected as they are strictly necessary to provide services to you.

24.6 The Cookie Consent Manager can be found on the notification banner and on our website. If you choose to reject cookies, you will still be able to use our website, but your access to some features and areas of the website may be restricted.

You can customize or change your web browser's controls to accept or reject cookies.

### **24.7 Essential Website Cookies:**

These cookies are strictly necessary to provide you with the services available through our website and to use some of its features, such as access to secure areas.

### **24.8 Performance and functionality cookies:**

These cookies are used to improve the performance and functionality of our website, but are not necessary for their use. However, without these cookies, certain features (such as videos) may not be available

### **24.9 Analytics and Settings Cookies:**

These cookies collect information that is used either in aggregate form to help us understand how our website is used or how effective our marketing campaigns are, or to help us customize our website for you.

### **24.10 Advertising Cookies:**

These cookies are used to make advertising messages more relevant to you. They perform functions such as preventing the same advertisement from reappearing continuously, ensuring that advertisements are displayed appropriately to advertisers, and, in some cases, selecting advertisements based on your interests.

### **24.11 Social Media Cookies:**

These cookies are used to enable you to share pages and content that interest you on our website through third-party social networks and other websites. These cookies may also be used for advertising purposes.

#### 24.12 Unclassified Cookies:

These are cookies that have not yet been classified. We are in the process of classifying these cookies with the help of their providers.

24.13 As the means by which you can refuse cookies using your web browser controls vary from browser to browser, you should visit your browser's help menu for more information. Below is information on how to manage cookies in the most popular browsers:

- [Chrome](#)
- [Internet Explorer](#)
- [Firefox](#)
- [Safari](#)
- [Edge](#)
- [Opera](#)

Additionally, most ad networks offer you the option to opt out of targeted advertising. If you would like to know more information, please visit:

- [Digital Advertising Alliance](#)
- [Digital Advertising Alliance of Canada](#)
- [European Interactive Digital Advertising Alliance](#)

#### 24.14 We may use other technologies, such as web beacons ("tracking pixels" or "clear gifs").

These are tiny graphic files that contain a unique identifier that allows us to recognize when a person has visited the website or opened an email containing them.

This allows you to track user traffic patterns from one page of the website to another, deliver or share cookies to understand whether you have accessed the website through online advertising displayed on a third-party website in order to improve site performance and measure the success of email marketing campaigns.

In many cases, these technologies rely on cookies to function properly, so refusing cookies will impair their functioning.

24.15 The website may also use 'Flash Cookies' (also known as Local Shared Objects or 'LSOs') to collect and store information about your use of our services, fraud prevention and other operations of the website.

If you do not want Flash Cookies to be stored on your computer, you can configure your Flash Player settings to block the storage of Flash Cookies using the tools provided in the Application's storage settings panel.

You can also control Flash Cookies by going to the Global Storage Settings Panel and following the instructions (which may include instructions explaining, for example, how to delete existing Flash Cookies (referred to as "information" on the Macromedia website)), how to prevent Flash LSOs from being placed on your computer without your request, and (for Flash Player 8 and later) how to block Flash Cookies, that are not delivered by the operator of the page you are on at that time).

24.16 Setting Flash Player to restrict the acceptance of Flash Cookies may reduce or interfere with the functionality of some Flash applications, including those potentially used in connection with our services or online content.

24.17 We may update this Cookie Policy to reflect changes to the cookies we use or for other operational, legal or regulatory reasons. Therefore, please review this Cookie Policy regularly for information about our use of cookies and related technologies.

24.18 The date at the top of this Cookie Policy indicates when it was last updated.

## **25. Payment procedure for additional services of the Application**

25.1 The User understands and agrees that some functions of the Application may be paid.

25.2 Fees for the use of the Application and any other costs that the User may incur in connection with the use of the Application, such as taxes and possible transaction fees, will be charged through the payment method chosen by the User.

25.3 The User can deposit funds to the balance in the account by using bank cards.

25.4 The User can update the payment methods on the "Account" page. The app owner can also update the Payment Methods using the information provided by the payment service providers. After any update, the User grants permission for further charging through the selected payment method.

25.5 The User may at any time refuse to use the services (tools) of the Application and close the account. In this case, the funds for the already paid services (tools) are not refunded to the User.

## **26. Procedure for Making Amendments and Additions to the Agreement**

26.1. Changes and/or additions to this Agreement are made unilaterally by the decision of the Application Owner. The date of entry into force of changes and/or additions to this Agreement is the date of publication of these changes and/or additions on the Application, unless otherwise specified by the Application Owner.

26.2. If the User disagrees with the changes and/or additions to this Agreement, the User has the right to terminate this Agreement by notifying the Application Owner of the User's refusal to further use the Application, as well as disagreement with the changes and/or additions made, or non-accession to the new version of the Agreement or refusal to comply with its terms.

26.3. The Parties agree that silence (absence of written notices of termination of the Agreement or disagreement with certain provisions of the Agreement, including changes in tariffs), as well as continued use of the Application, are recognized as the consent and accession of the party to the new version of the Agreement, to the version of the Agreement, taking into account the amendments and/or additions made.

## **27. Final Provisions**

27.1. This Agreement and the relationship between the Application Owner and the User are governed by the laws of Switzerland. Issues not regulated by the Agreement shall be resolved in accordance with Swiss law.

27.2. If, for one reason or another, any of the terms of this Agreement are declared invalid, this does not affect the validity or applicability of the remaining terms of the Agreement.

27.3. This Agreement for each of the Users comes into force from the moment the User performs one of the earliest actions specified in clauses 3.1., 3.4., 4.1. of this Agreement and is valid until the end of the User's use of the Application.