



Terms of Service of creable Ltd.

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1 Scope of the Terms of Service

- 1.1 These terms of service (“Terms of Service”) govern your relationship and serve as a legally binding agreement between creable Ltd. (“creable”, “we”, “us”) and you as the user of the Services (“you”, “User”) (collectively, “Parties” and individually, “Party”).
- 1.2 The Terms of Service apply to persons visiting the Platform, including persons who view the Media Kit (“Platform Visitors”).
- 1.3 The Terms of Service set forth the rights and obligations by which you may access and use creable’s platform, www.creable.io (“Platform”) and our related websites, services, applications, products and content, in particular your Media Kit (collectively “Services”).

2 Acceptance of the Terms of Service

- 2.1 By registering for the Services, you confirm that you can enter into a binding agreement with us, that you agree to these Terms of Service and comply with them. If you do not agree to these Terms of Service in full and without reservation, you may not access or use the Services.
- 2.2 Your access to and use of the Platform and Services is also subject to our Privacy Policy, the terms of which can be found directly on the Platform, or where the Services are made available for download, on your mobile device’s applicable app store, and are incorporated herein by reference.
- 2.3 Furthermore, by accessing or using the Services, you confirm that you have reached the legal minimum age for consent to these Terms of Service. If you have not reached the legal minimum age for consent to these Terms of Service, you may only use the Services with the consent of your legal representatives (e.g. parents).
- 2.4 The Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain parental consent before they collect personal information online from children who are under 13. If you are under the age of 13, you cannot register for the Services or otherwise transmit any information through the Services without verified parental consent.
- 2.5 If you are accessing or using the Services on behalf of a business or entity, then (a) “you” and “your” includes you and that business or entity, (b) you represent and warrant that you are an authorized representative of the business or entity with the authority to bind the entity to these Terms of Service and that you agree to these Terms of Service on the entity’s behalf, and (c) your business or entity is legally and financially responsible for your access or use of the Services as well as for the access or use of your account by others affiliated with your entity, including any employees, agents or contractors.



3 License to Use the Services

3.1 License

- 3.1.1 creable offers a free ("Basic Model") and a paid ("Premium Model") model of its Services (together "License Models"). creable may offer new license models and discontinue existing ones at any time.
- 3.1.2 If you register to use the Services and select one of the License Models, creable grants you a non-exclusive, non-transferable, non-sublicensable, revocable, worldwide right to use the Services within the scope of the selected License Model and subject to these Terms of Service. The scope of the License Model is shown on the Platform.

3.2 Prices, Payment

- 3.2.1 The prices for the Premium Model are shown on the Platform or will be communicated to you via the Services. Prices are stated exclusive of any taxes and duties applicable in the relevant jurisdiction, including but not limited to value-added, consumption, sales or other taxes, fees, charges or costs imposed on the sale of our services. Such taxes and duties will be additionally charged to you.
- 3.2.2 The Services are payable by credit card or are to be settled by any other means of payment offered by creable. If payment is made by credit card, the charge will be made at the time of the final selection of Services. If transaction fees are charged by your bank/payment provider, you agree to bear these transaction fees alone.
- 3.2.3 You also agree to pay all collection costs (including legal fees) for any outstanding amounts.

3.3 Your Account with Us

- 3.3.1 To access or use our Services, you must create an account with us. When you create this account, you must provide accurate and up-to-date information.
- 3.3.2 As long as you have an active account with creable, there is a contractual relationship between you and us. You can deactivate your account at any time, which is equivalent to you terminating the contract.
- 3.3.3 creable may terminate the contractual relationship at any time and with immediate effect, in particular, if (a) you have failed to comply with any provisions of these Terms of Service, (b) you have failed to provide creable with correct and accurate account information, or (c) activities occur on your account which, in our sole discretion, would or might cause damage to or impair the Services, infringe or violate any third party rights, or violate any applicable laws or regulations.
- 3.3.4 Upon termination, the license granted by creable ends. Your account will be closed and you will no longer be entitled to use the Services. We will delete the contents of your account 6 months after the account is closed. After the 6 months, you will not be able to reactivate your account or retrieve any of the content or information you have added.



4 Access to and Use of the Platform and the Services

4.1 Intellectual Property of creable

- 4.1.1 The rights associated with the Platform and the Services, such as rights to product designs, logos, trademarks including the "creable" name and logo, text, data, graphics, user interfaces, visual interfaces, photographs, artwork, software, computer code, software layout, music, sounds, images, videos, designs, typefaces, etc. provided by creable ("Works") are the intellectual property of or licensed to creable.
- 4.1.2 All rights not expressly granted to you under section 3 of these Terms of Service are reserved by creable. In particular, without the express written consent of creable, you are not permitted to:
- (a) license, sublicense, sell, transfer, assign, distribute, commercially exploit or otherwise make available to third parties any Works in any manner,
 - (b) copy, mirror, reproduce, download, publish, adapt, modify, imitate, reverse engineer, translate, create derivative works from, or otherwise use any Work contrary to creable's interests,
 - (c) change or remove markings or copyright notices on any Works.

4.2 User Content

- 4.2.1 Users of the Services may be permitted to upload or otherwise make available content (such as text, photos or videos) via their Media Kit through the Services, including, without limitation, any text, photographs, user videos or sound recordings ("User Content"). The "Media Kit" is a modern version of an influencer's CV and provides an overview over the influencer's online content creation. The rights to User Content remain the intellectual property of the respective owner.
- 4.2.2 While we do not claim ownership over any User Content that you provide, you agree that we have the right to use such User Content in furtherance of the Platform and the Services. Further, by providing us with User Content, you represent and warrant that you own, or have the full legal authority to distribute, all information that you provide on the Media Kit. In addition, we should not be relied upon as a means to store your data or information and we assume no responsibility for such activities.
- 4.2.3 You agree to be respectful of others' intellectual property rights when you provide User Content to creable and other users as part of your use of the Services. You may not upload, transmit, or otherwise distribute any content in violation of intellectual property laws or proprietary rights of any third parties. If you do not respect a third party's intellectual property or proprietary rights, you are solely responsible for any violations of law. In addition, you are solely responsible for infringement of third party rights caused by any information that is generated or submitted through your use of the Services.



4.3 Account Security

- 4.3.1 Users of the Services are responsible for maintaining the confidentiality of their login information (e-mail address and password or existing login if authenticated by a third party) or other information related to their account. You explicitly agree not to disclose your login information to any other person. The login information may only be used by the person to whom it is assigned.
- 4.3.2 You are also responsible for all activities that occur under your account, whether or not you have authorized them. Contact creable as soon as possible (via the chat tool provided) if you suspect unauthorized use of your login information. creable reserves the right to suspend access to all or part of the services at its sole discretion if it suspects abuse of login information.

4.4 Guidelines for Using the Platform and the Services

- 4.4.1 You represent and warrant that:
- you are entitled to use, upload and publish all User Content and information you upload to your Platform and/or use in using the Services;
 - the User Content and information you upload to the Platform and/or use in using the Services does not infringe on the rights of third parties, including but not limited to privacy rights, publicity rights, copyrights, trademark rights and/or other intellectual property rights;
 - you comply with all applicable national or international laws (e.g. those relating to data protection) and in particular do not access the Platform and/or Services to commit illegal acts;
 - during registration, you have provided accurate, precise, complete, unambiguous and up-to-date information and, in particular, you have not used another person's email address with the intention of impersonating that person;
 - you are the authorized person and signatory for the means of payment you specified during registration.
- 4.4.2 You agree not to use the Platform and Services for any purpose that is unlawful or in violation of these Terms of Service. You agree without reservation to refrain from the following activities in particular:
- defame, abuse, harass, stalk or threaten any other person or otherwise violate their rights,
 - publish, make available, upload, distribute or disseminate defamatory, obscene, immoral or illegal information,
 - violate sections 4.1 and 4.2 (Intellectual Property) or otherwise infringe on copyrights or other intellectual property rights,
 - violate or attempt to violate the security measures of the Services or the Platform or attempt to gain unauthorized access to the Services or any network connected to the Services,



take any action that may interfere with or damage the Services or the Platform, publish, make available, upload, distribute or disseminate malicious software of any kind or similar codes, files or programs,

use any robot software, data mining technique or other automatic device or program to harvest, catalog, download, or otherwise use, store or distribute any content or information available on the Platform, including but not limited to information about other Users or Platform Visitors,

use the Platform and/or the Services to send spam or other unsolicited messages of a commercial or other nature.

4.5 Violations of Guidelines including Copyright Violations

4.5.1 In the event of a violation of the guidelines in section 4.4 (Guidelines for Using the Platform and the Services), creable reserves the right to remove the content in question and/or disable the accounts of or bar offending Users, regardless of whether or not it is a first-time or repeated violation. In addition, creable reserves the right to take legal action to prohibit such violations and to claim compensation for damages (including legal fees).

4.5.2 If you are affected by a violation of these guidelines (for example, as a recipient of harassing messages or as a copyright owner whose works are used in a manner that violates your rights), please contact us via the chat tool provided or contact us by mail (address see below).

4.6 Warranty, Exclusion of Liability

4.6.1 Warranty

4.6.1.1 CREABLE ENDEAVOURS TO ENSURE THE UNINTERRUPTED AVAILABILITY AND ERROR-FREE FUNCTIONING OF OUR SERVICES, BUT CANNOT WARRANT THIS. WE PROVIDE THE PLATFORM AND THE SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA AND SYSTEM INTEGRATION. WE MAKE NO WARRANTY THAT THE PLATFORM OR THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE PLATFORM AND THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, AVAILABLE, RELIABLE, SUITABLE OR ERROR FREE.

4.6.1.2 YOU EXPRESSLY AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE PLATFORM OR THE SERVICES AND ANY RELATED ACTIVITIES REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

4.6.2 Exclusion of Liability, Indemnity

4.6.2.1 YOU ACKNOWLEDGE THAT CREABLE, ITS OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES OR AGENTS SHALL NOT BE LIABLE IN ANY WAY FOR ANY DAMAGES



WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, THIRD PARTY CLAIMS, LOST PROFITS, GOODWILL IMPAIRMENT, LOSS OF REVENUE OR DATA IN CONNECTION WITH THE USE OF THE SERVICES AND/OR YOUR VISIT TO THE PLATFORM, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES. TO THE EXTENT PERMITTED BY LAW, LIABILITY IS FULLY EXCLUDED. THIS LIMITATION APPLIES REGARDLESS OF THE LEGAL THEORY OR FORM OF ACTION.

- 4.6.2.2 YOU AGREE TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CREABLE, ITS OFFICERS, AFFILIATES, EMPLOYEES OR AGENTS FROM AND AGAINST ALL CLAIMS, LOSSES, LIABILITIES, CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS, DAMAGES AND EXPENSES (INCLUDING ATTORNEYS' FEES, LITIGATION COSTS AND EXPENSES).
- 4.6.2.3 YOU ALSO AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.
- 4.6.2.4 THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US.
- 4.6.2.5 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES OR CAUSES OF ACTION, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

4.6.3 Third Party Content in Particular

- 4.6.3.1 The Services or the Platform may contain links, functionalities, advertising, promotions or services of third parties not controlled by creable ("Third Party Content").
- 4.6.3.2 CREABLE IS NOT RESPONSIBLE OR LIABLE FOR THE TERMS, CONDITIONS, PRIVACY POLICIES, ACTIONS, OMISSIONS, OPINIONS, ADVICE, STATEMENTS, OFFERS, WARRANTIES, REPRESENTATIONS, CONTENT OR FUNCTIONALITY OF SUCH THIRD PARTY CONTENT.
- 4.6.3.3 LIKEWISE, CREABLE IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF ANY DEALINGS WITH THIRD PARTIES THAT ARE ENTERED INTO AS A RESULT OF THE PRESENCE OF THIRD PARTY CONTENT ON OUR PLATFORM OR IN RELATION WITH OUR SERVICES.
- 4.6.3.4 YOUR USE OF THIRD PARTY WEBSITES AND ALL OTHER RESOURCES IS AT YOUR OWN RISK. YOU AGREE TO INDEMNIFY AND HOLD CREABLE HARMLESS IN THE EVENT OF CLAIMS RELATED TO THIRD PARTY CONTENT.

4.6.4 Changes to the Platform or the Services in Particular

creable reserves the right to modify the Services or the Platform (or any part thereof) or replace them with a suitable successor at any time and from time to time, temporarily or permanently, with or without notice.



YOU EXPRESSLY ACKNOWLEDGE THAT SUCH CHANGES MAY AFFECT YOUR USE OF THE SERVICES AND AGREE THAT CREABLE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SUCH CHANGES.

5 Final Provisions

5.1 Data Protection

At any one time, the then current version of creable's Privacy Policy applies to the data collecting and processing activities by creable.

5.2 Communications, Legal Requirement for Written Form

All notifications are to be sent via the chat tool provided, unless a more restrictive form is stipulated in these Terms of Service or by law. A notice will be deemed to have been delivered on the day it is received by us. If a message is received outside working hours (Monday to Friday until 18:00 CET), it will be deemed delivered on the following working day.

Users of the Services agree that we may communicate with you via the email address you provide upon registration. You further agree that all notices, agreements, disclosures, or other communications that we send to you electronically satisfy any legal requirement for communications to be in writing to the extent permitted by law.

Changes of any contact details must be communicated immediately.

5.3 Customer References

As a User of the Services, you agree that creable may use your name and, if applicable, the logo identifying you, to list you as a customer on the Platform or in printed material (flyers, brochures, presentations). You may revoke this permission in part or in full at any time.

5.4 Entire Agreement

These Terms of Service, together with any other documents you may receive from us upon conclusion of the contract, govern all rights and obligations of the Parties in connection with our Services and the Platform. Any other agreements or understandings between the Parties are ineffective and not legally valid.

5.5 Severability

Should one or more provisions of these Terms of Service be held invalid or unenforceable, the remaining provisions shall remain unaffected. The parties shall replace the invalid or unenforceable provisions with those that are valid and enforceable, best reflect the original intention of the parties and, if possible, lead to the same economic result.



5.6 No Waiver of Rights

If one party fails to comply with any part of these Terms of Service and the other party does not insist on proper compliance, it does not waive the right to enforce other parts of the Terms of Service.

5.7 Legal Succession and Assignment

The provisions of these Terms of Service are binding for both parties and their legal successors.

You may not assign this contractual relationship without creable's prior written approval.

5.8 Modifications

creable reserves the right to modify these Terms of Service at any time, for instance when we update the functionality of our Services. The most current version of the Terms of Service can be found on our Platform.

With each visit to the Platform, Platform Visitors agree to the Terms of Service valid and published on the Platform at that time.

We will inform Users of our Services directly about changes to the Terms of Service. Users of free Services agree to an amended version by continuing to use the Services after this communication. For Users of paid Services, the amended version will come into force at the beginning of the contractual period following the communication, unless they terminate the contract before then.

5.9 Applicable Law, Place of Jurisdiction

These Terms of Service will in all respects be governed by and construed and enforced in accordance with the laws of Switzerland. All disputes arising out of or in connection with these Terms of Service will be subject to the exclusive jurisdiction of the state courts of Zurich, Switzerland.

6 Contact us

You can reach us at: via the chat tool provided or write us at creable Ltd., c/o Daniel Koss, Staldenbachstrasse 9b, 8808 Pfäffikon, SWITZERLAND
