



Terms and Conditions

Crowdliquidity Platform Terms and Conditions provided by LiUU

Welcome to LiUU!

This document informs you about the terms and service conditions that govern your relationship with UPR Consulting AG the “Company”), the company that holds the rights to the LiUU brand and which provides the “Crowdliquidity powered by LiUU” platform.

Company details:

Official Company Name: UPR Consulting AG

Registered company ID: CH-130.3.012.174-6

VAT ID: CHE-113.506.717

Registered Address: Niedermatt 34, 6424 Lauerz, Switzerland

1. General information

The LiUU website (the “Site”) is a Crowdliquidity platform, whose purpose is to connect business owners (“merchants”) with users (“supporters”) who want to support their economic activity through the contribution of liquidity, and that will receive in return the deferred provision over time of a product/service/benefit.

If you use the Site and services (collectively, the “Services”) offered by the company and LiUU (and its founders, affiliates, agents, representatives, advisors, employees, officials and directors: collectively, “LiUU” or “we”), you express your willingness to accept the rules, terms of use and terms of service specified below (the “Terms”) as well as any other rules published on the site, such as the “Rules for businesses”.

In order to take advantage of our services you also need to read and accept our privacy policy and our cookie policy.

Please note that we may need to change these terms in the future. In this case, we will inform you of any change through an announcement on the Site, or through an email sent to the address you provided to us.

This notification will include an indication of validity date for such changes. If you will continue to use the Site and Services, this will indicate clear acceptance on your part of the new terms.

Always keep in mind that the site was created for personal and non-commercial use, except as established and indicated in the sections 4, 5, 6 and 7 below.

Glossary.

- **“Terms”** refers to the terms of use and terms of service specified in this document
- The **“Company”** is UPR Consulting AG (for more details, see the section of this document)
- **“LiUU”** or **“we”** refers to the brand owned by UPR Consulting AG, which provides the crowdliquidity service subject to these terms
- **“Crowdliquidity”** is an innovative financing system provided via a platform that connects businesses in need of cash with users who want to offer liquidity in exchange for a service/product/benefit that will be provided at a future date
- The **“site”** refers to the website through which LiUU offers its crowdliquidity platform (liuu.world and crowdliquidity.com)
- The **“services”** refer collectively to the site and all the services offered through it by LiUU
- **“Users”** are the individuals or legal entities that benefit from the services offered by LiUU
- If users want to open or support a campaign, they must first open a **“profile”** on our website
- **“Merchants”** are business owners (or third parties acting on behalf of a business) who have started a campaign on LiUU
- Opening a **“campaign”** on LiUU means setting a funding target, and offering a range of products/services/benefits whose supply will take place at a future date, as defined by the merchants in the description of those products/services/benefits offered. The campaign will be visible to all users
- The **“campaign’s objective”** refers to the money the merchant aims to obtain through his crowdliquidity campaign. This objective, as well as the percentage that has already been collected, is visible to all users
- **“Products”** are cumulatively understood to be any product/service/benefit that a merchant decides to offer as part of a campaign
- A **“supporter”** is a user who decides to support a campaign by offering money in exchange for a product to be delivered at a future date, or a user who decides to make a free donation to a merchant to support their campaign.

2. Registering and closing the profile

Anyone can visit our site without having to register a profile. The fruition of our services, on the other hand, is conditional on the creation of a profile.

Creating a profile is only possible if you are 18 years old, or if you have the option to enter into a legally binding contract. We reserve the right to request proof of age and – if this condition is not met – we reserve the right to delete your profile from our website.

To register, you will need to choose a username and password, and provide us with some information that will be required to make use of the services. It is your duty to provide us with truthful information about your account. If you provide us with false, inaccurate or incomplete information, we reserve the right to delete your profile from our site.

Please note that you are solely responsible for the activities registered on your profile, and for this reason we ask you not to give your login or password to third parties. If you have reasons to believe that your account is being used by someone without your explicit permission, we ask you to report it to us at this address: [support\(at\)liuu.world](mailto:support(at)liuu.world)

You can choose to close your profile on our site at any time, by emailing [support\(at\)liuu.world](mailto:support(at)liuu.world)

Please note that deleting your profile does not automatically result in the deletion of all data linked to it. We reserve the right to retain certain data for legitimate commercial purposes and always in compliance with applicable personal data retention regulations. In any case, the content of these terms survives the deletion of your profile.

If, in addition to your profile, you would like to delete a campaign, we ask you to contact us at this address, for more information: [support\(at\)liuu.world](mailto:support(at)liuu.world)

3. Terms of service for platform users

We are happy to give you access to our services, but please note that the use of these services is conditioned on you complying with the following terms of service:

1. Act legally: Your contractual proposals, offers and actions must not violate any national law or other legal obligation that you have towards third parties. Also, make sure that you do not violate third-party rights during the use of our services and always act in accordance with our policies and terms of use
2. Do not post false, inaccurate or misleading information: you are responsible for ensuring that any information posted on our site or released while using our services is truthful and complete. In general, do not act fraudulently.
3. Offer only products that are in line with our terms: do not offer anything that is illegal or that you are not authorized to sell. For example, do not offer alcohol unless you have all the necessary licenses to do so.
4. Behave responsibly and in a civil manner: Don't attack other users, don't target them with threatening, offensive, or generally harmful tones.
5. Don't spam: Do not distribute any unsolicited advertising material that may be considered spam. Don't use mailing lists or in general automatic responders via our website
6. Do not send viruses: Do not distribute any type of software or viruses that are designed to interfere with the operation of devices, software or hardware (whether owned by third parties or LiUU)

7. Use personal information in accordance with current law: When you have access to personal information of your supporters, it is your job to use it only for the purpose for which they were collected (that is, to contact supporters in connection with your campaign). No other use of such personal data is authorized by LiUU, and we remind you to treat such personal data safely, and in accordance with applicable data protection regulations. In particular, under the European GDPR (EU General Data Protection Regulation 2016/679), merchants are considered controllers in relation to the processing of the data of their supporters and as such they are subject to the respective legal obligations. Similarly, make sure that you comply with the European ePrivacy Directive and any other existing data protection law. For more information on data protection, please read our privacy policy
8. Respect our security measures: the site provides a set of rules to ensure the safety of all users. Do not attempt to circumvent them or interfere with the operation of our services. Do not attempt to gain unauthorized access to our systems and data.
9. Respect our infrastructure: you are responsible for any action that bears an unreasonable burden on our infrastructure or our suppliers in general. Note that we reserve the right to determine what may constitute “unreasonable burden.”
10. Do not try to access our databases: Do not use any type of software or device (whether manual or automated) to conduct activities such as “crawler” or “spider” anywhere on the site. Do not decompose or decode any LiUU’s component in an attempt to access elements such as source code, algorithms, or founding elements.

In the event of a violation of the general rules and terms of use listed here, we reserve the right to suspend, delete or take any other action in relation to your profile. Similarly, we reserve the right to deny you access to our services, even through a different profile, in the future.

4. Conditions of service for crowdliquidity campaigns

LiUU offers a crowdliquidity platform, which is a medium/long-term liquidity provision platform, for existing business activities. When a merchant publishes a campaign on LiUU, he is inviting other users to enter into a contract with him. A user who decides to support a campaign (thus becoming a Supporter) is accepting the merchant’s offer and in doing so is entering into a contract with him/her.

The following are the terms of service that govern the relationships between the crowdliquidity platform and the users who use it. These conditions are in addition to any contractual term established by the individual merchant in the description of the product/service/benefit offered.

- 1) The contract between the merchant and the supporter is valid and binding only and exclusively between those parties: LiUU is in no way part of that contract.
- 2) With the liquidity collected during the campaign, the merchant is obliged to provide the products or services within the terms indicated in the contract closed with the supporter (which must be expressly and clearly indicated by the merchant in the details of the product offered). The merchant is free to define the terms of the duration of the contract, also leaving optionality where needed. In no case, however, the terms

for the supply of the product or service offered may be more than 5 years. If the merchant wishes to offer a product that, by its nature, requires a delivery period or supply longer than 5 years, they should contact the platform manager in the first place at [support\(at\)liuu.world](mailto:support@liuu.world)

3) Once the product has been delivered or the service used by the supporter, the merchant has exhausted his obligations to the supporter. Please note that there is no provision for home shipping of products offered by LiUU: if a supporter wishes to request such a service, it is up to him/her to contact the merchant directly and agree, if possible, to the shipment. In all other cases, the product must be picked up at the business location or where otherwise indicated in the campaign and/or product description.

5. Additional rules for crowdliquidity campaigns

Businesses that decide to start a campaign on LiUU can be businesses that are going through a difficult economic time and their very survival could be linked to the success of the crowdliquidity campaign.

For this reason, we ask merchants and supporters to follow these rules:

For supporters:

- When you decide to support a campaign, you take the risk of the actual delivery of the contracted product, in case the business does not survive at the time of crisis;
- If the merchant is unable to maintain the agreements made with you, you can take appropriate legal action against the merchant to protect your interests.

For merchants:

- If, after the campaign opens, your business is liquidated, you have the duty to get in touch with your supporters and inform them about the actions they can take to enforce their claim in the liquidation procedures;
- If you find yourself unable to maintain the agreements you have made with your supporters, you must:

1) publish an update explaining the situation, giving news about the use of cash received and indicating the reasons why the funds raised were not sufficient to survive the crisis

2) Demonstrate to your supporters that you have used liquidity diligently and that you have made every reasonable effort to avoid the liquidation process

3) Don't communicate false statements to your supporters

Please note that LiUU is allowed to prohibit merchants from offering certain products on the crowdliquidity platform at any time, at their own discretion and without having to give them reasons.

6. Terms of service for supporters on cash management

LiUU offers only the crowdfund liquidity platform, and does not act in any way as a financial intermediary between the merchant and his supporters.

Here are the terms of service that apply when you decide to support a project:

1. You can choose to cancel your contribution within 14 days of making the payment. If you wish to cancel your contribution within the deadlines, please write to [support\(at\)liuu.world](mailto:support(at)liuu.world), and we will inform the merchant of your decision and request a refund on your behalf
2. LiUU works with other companies (such as Stripe) to process payments. When you support a project, you also accept the terms of service of the payment processor (for more information, you can visit their website: stripe.com)
3. The transfer of cash from you to the merchant is immediate (except the technical time required to manage the payment). Instead, in order to receive the product or take advantage of the service that is the subject of the agreement with the merchant, you will have to wait for the course of the supply terms indicated in the description of the product and/or the campaign
4. Read the terms of supply carefully, as each merchant has the freedom to set the date of execution of the agreement (and given the nature of the platform, such terms can also be longer, up to 5 years or even longer in exceptional cases)
5. LiUU does not offer any kind of refund. Responsibility for the delivery of the promised products or services rests entirely with the merchant who offered them. LiUU does not hold any funds on behalf of merchants, so it does not guarantee the exact execution of the contract, nor does it offer refunds to their supporters.

7. Terms of service for merchants on cash management

LiUU only offers the crowdfund liquidity platform and does not act in any way as a financial intermediary.

Here are the service conditions that apply when you create a crowdfund liquidity campaign on LiUU:

1. When you receive a payment from a supporter, you will receive it net of commissions that will be calculated according to the criteria listed here
2. LiUU works with other companies (such as Stripe) to process payments. When you create a project, you also accept the terms of service of the payment processor (for more information, you can visit their website: stripe.com)
3. Remember that every supporter has a right of withdrawal from the agreement. Please note that any supporter has the right to withdraw from the agreement within 14 days of joining, so the use of the cash raised within that time must consider the possibility of having to issue a refund.
4. When a supporter has purchased a product that will be delivered within the terms you set, it remains your responsibility to issue an invoice and/or record the sale and pay its taxes and/or taxes according to applicable law.

The use of our site is completely free, as is the cost-free activity of creating a campaign. For supporters, access and use of the platform's services are free.

For merchants, the only cost they have to bear is the transaction fee. The commission consists of two parts:

1. Commission for the use of the platform (5.5%)
2. Transaction fee (in absolute terms and percentages): this can vary from country to country). More details can be found here <https://stripe.com/en-it/pricing>

To incentivize merchants to advertise their campaigns, LiUU is committed to refunding merchants – if the target is reached – a sum equal to 15% of the fees paid for the use of the platform (note: this does not include the fees paid for each transaction to Stripe). Each trader who has successfully completed the LiUU campaign will receive, within 30 days, a sum equal to 15% of the fees paid for the use of the platform (net of any payment transactions, to be paid by the merchant).

Please note that you are solely responsible for paying taxes and any fees associated with using our crowdliquidity platform.

8. Disclosure and Terms of Service regarding merchants' intellectual property

Whatever content you choose to publish through our platform, remains your property. However, keep in mind that when you send us campaign material, you're accepting these terms of service:

1. You authorize us and other parties acting on our behalf to use the submitted content. This authorization results in an international law, not exclusive, perpetual, irrevocable and free of royalties and transmissible to third parties, to use, market, exercise, exploit copyright rights, advertising, brand and databases related to your content.
2. The above use includes the ability to edit the content (for example: translate it)
3. You guarantee that the submitted material is not copyrighted by a third party, unless you have permission to use it, and accept the terms described in this section.
4. If the use of the content involves the payment of royalties or any other amount, you are solely responsible.
5. You are solely responsible for everything you send us via the site/to our email addresses/to your supporters. If your content contains errors, you are solely responsible.

If you would like to file a copyright complaint, please email us at [support\(at\)liuu.world](mailto:support@liuu.world)

9. Our intellectual property

LiUU is the world's first Crowdliquidity platform. Our website and the services offered here are part of our intellectual property.

For this reason, if you wish to use, reproduce, modify, distribute, or archive any of our content or services for commercial purposes, you must have the prior written consent of LiUU or the relevant copyright holder. “Commercial purpose” refers to using, selling, licensing, borrowing, or otherwise leveraging content for commercial use in any way.

10. What we can do

To ensure that all services are functioning correctly and efficiently, we at LiUU reserve the following rights, in addition to the rights listed in the other sections:

1. We can modify the site, the platform and our services, without the need to notify the users
2. We may decide to delete profiles or even refuse to offer our services to certain persons (physical and legal)
3. We may decide not to accept a campaign, or even cancel it, remove it or suspend it at any time, and for whatever reason.

LiUU cannot be held liable for any damages that result from the exercise of our rights. LiUU also reserves the right not to comment on or make public the reasons for exercising these rights.

11. Disclaimer for platform users

The use of LiUU’ Services and platform is at risk and responsibility of the users who accept the services provided according to the “seen and liked” and “as available” formulas, without any guarantee of any kind expressed or implied.

LiUU does not provide any guarantee regarding the marketability, suitability for use and correspondence to the existing standards of the products and services promised or provided through the platform. LiUU may not be held liable under any circumstances for damages arising from the failure or incomplete execution of contracts between merchants and supporters, for damages arising from information provided by merchants that prove to be inaccurate or untrue (even when provided in the pre-contract phase). No suggestion or information (oral or written) from the LiUU platform can be interpreted as a form of guarantee.

LiUU is not responsible for any damage or losses that result from the use of its Services. We do not take part in disputes between users, or between users and third parties, regarding the use of our Services. We do not supervise the performance or punctuality of campaigns, nor do we verify in any way the content that users send to the Site. When you use the Services offered by LiUU, you agree to waive any complaints, claims and claims of any other type, whether known or unknown, supposed or unforeseen, disclosed or not, arising from or in any way related to those disputes and the Services. All content you access through the Services is used at your peril. You are solely responsible for any damage or losses that may result from it to third parties.

Within the legal limits, under no circumstances will LiUU and its administrators, employees, partners, providers or content providers be liable for direct or indirect damages of any kind, including damages (i) resulting from the user's access, use or inability to access or use the Services; (ii) for any lost profits, for loss of data or costs of supplying or replacing goods or services; or (iii) for any conduct related to third-party content on the Site. In no case can LiUU be liable for direct damages in a figure greater than (in total) 100€ (100.00 euros).

For exemplificatory purposes on the liability limitation, the following is listed:

- LiUU is not liable for defects and damages not attributable to it, in particular for security flaws and operational failures of third-party companies with which it collaborates (particularly the merchants) or on which it depends (e.g. the payment platform)
- LiUU is not responsible for links to partner websites. These are completely outside the influence of LiUU. For this reason, LiUU takes no responsibility for the accuracy, completeness and legality of the content of these websites and the services and offers they contain. The access and use of merchant websites takes place at the risk of the user

LiUU is committed to providing its services, as far as possible, without any problems or interruptions. However, LiUU excludes any guarantee. In particular, LiUU does not guarantee that individual parts of its website work impeccably.

LiUU does not guarantee (neither explicitly nor implicitly) that the information published on the online platform is correct, complete and up-to-date.

LiUU does not guarantee that merchants and supporters will behave according to the principles of good faith. In particular, LiUU does not guarantee that merchants will fulfil their existing contractual obligations (e.g. in the event of a merchant's bankruptcy). In particular, LiUU is not responsible for the damage that merchants, supporters or third parties suffer as a result of the behavior of other merchants, supporters or third parties in relation to the use or abuse of LiUU services.

In addition, LiUU is not liable for force majeure, operational limitations due to sovereign regulations, epidemics or pandemics, improper actions and non-compliance with risks by the merchant, advocate or third party, excessive use, inadequate operating resources of merchants, supporters or third parties, external environmental influences, merchant or supporter interventions or disturbances by third parties (virus , worms, etc.) these are despite the necessary security measures that have been put in place.

12. Indemnification

LiUU users are liable for any harm resulting from incorrect or illegal use of the platform and in this case agree to keep LiUU, its administrators, employees, partners, suppliers or content providers, from the costs incurred as a result of any lawsuits against LiUU (including legal fees). In such cases, users are committed to cooperating with LiUU in the possible court case.

In any case, LiUU reserves the right to take the exclusive defence and control of any matter subject to this indemnification clause.

13. Dispute resolution and enforcement law

We are based in the canton of Schwyz, Switzerland, and any disputes with LiUU will be handled in Switzerland under Swiss law.

These disputes will be assessed on the basis of the terms contained in this document.

If you are experiencing any issue, please contact us in order to try to resolve the matter amicably, before taking any legal action.

14. In conclusion

The above terms and conditions of service and each document mentioned here govern any agreement between you and LiUU in relation to the use of the platform's services. They replace any other communication or proposal that has previously taken place between you and LiUU and regulate any future interaction.

If a term does not comply with the applicable law in your home state, it will not in itself affect the applicability of all other terms, which will therefore remain valid in their integrity.

These Terms are personal and specific to you. You cannot assign, transfer, or license them unless you obtain written consent from LiUU.

LiUU has the right to assign, transfer or delegate any of its rights and obligations under these Terms, without your consent. In such a situation, LiUU will provide you with an email alert, a written notice or a notice clearly posted on its site.