



**MUSTBUY**  
O N L I N E M A R K E T P L A C E

# Legal Documents

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# Buyer Protection Provisions

## 1. Scope of Application

The present buyer protection provisions of mustbuy - INTENSE LUMINOSITY GmbH Heiletenweg 4 4450 Sissach, Switzerland (hereinafter: "mustbuy") apply to purchases of items via the mustbuy marketplace at the locations listed below Conditions of Application.

## 2. What is the Purpose of Buyer Protection?

With buyer protection, mustbuy is pursuing the goal of eliminating or at least reducing the damage suffered by a buyer from an unsatisfactory. On the other hand, the platform should be made more secure with a consistent debt collection from the non-performing sellers.

## 3. Which Cases are Covered?

The following cases are covered by buyer protection:

- **Non-delivery after payment**

The offer contains the note "Payment conditions: prepayment and the buyer has demonstrably transferred the purchase price to the seller's bank or postal account in advance. As a result, the buyer has not received any shipment from the seller and the seller cannot prove the shipment with a shipping receipt.

- **No repayment after agreed return of the article agreed in**

After payment and delivery of the sold product, the seller writes a return of the product. The buyer subsequently sent the product back unchanged and verifiably, but the seller did not pay back the purchase price and was unable to produce a corresponding proof of payment.

- **Purchase of a counterfeit**

The item purchased subsequently turns out to be a counterfeit, which the buyer can prove with a written report from an official body. The buyer then verifiably sends the counterfeit item back to the seller (unless the seller is from abroad). The seller subsequently refuses to deliver the promised original product or to refund the amount paid.

## 4. Which Cases are Not Covered?

Protection does not cover the following cases:

- The seller has proven that the product was sent to the buyer and the product was damaged or lost in transit. In this case, the seller may be able to claim compensation from the transport company.
- Offers that are paid for outside the platform by credit card or debit card directly to the seller.
- Offers that are paid for by sending a means of payment (eg, cash, check) to the seller by

registered or regular mail.

- Offers where the buyer has received something from the seller that does not meet expectations (e.g. the product differs from the description or products that are inconsistent with the general terms and conditions.)
- Any claim for a refund by the buyer for a product, returned to the seller without the seller's written consent. This also applies to defective products and plagiarism.
- Offers in which the payment-delivery modality is not carried out in accordance with the conditions defined by the seller in the offer are excluded from buyer protection. This also applies to subsequent agreements between seller and buyer regarding a change in payment and delivery conditions (e.g. partial payments) and also if amicable changes to the contract can be proven in writing.

## **5. When can an Application be Submitted?**

In the first step, both parties must take the necessary steps according to our general terms and conditions so that the transaction can be properly processed. We only accept after 7 days after the buyer receives the products.

## **6. Other Provisions**

Should individual provisions of the present buyer protection provisions be wholly or partially void and/or ineffective, the validity and/or effectiveness of the remaining provisions or parts of such provisions shall remain unaffected. The invalid and/or ineffective provisions will be replaced by one that comes closest to the meaning and purpose of the invalid and/or ineffective provision in a legally effective manner. The same applies to any loopholes in the regulation.

Mustbuy is not obliged to inform its members about the possibility of buyer protection.

Mustbuy assumes no liability for incorrectly transmitted data. If the party at fault accepts the repayment of the amount paid out, the applicant is obliged to repay the amount to MUSTBUY.

Mustbuy's refusal of any claim for Buyer Protection based on a violation of the General Terms and Conditions (T&Cs) or the Buyer Protection provisions is final. Any legal recourse in this regard is excluded.

Otherwise, Mustbuy's General Terms and Conditions apply.

# Data Protection Declaration of Intense Luminosity GmbH (LLC)

This data protection declaration informs you about how **INTENSE LUMINOSITY GmbH**; hereinafter "**we**", "**us**", "**our**", "**INTENSE LUMINOSITY GmbH**") when using our websites, platforms, portals, or mobile applications (hereinafter collectively "**offer**") as well as in the context of cooperation with your personal data, to whom we may pass on your data and what rights you have with regard to the use of your data.

We can provide you with additional data protection declarations if we consider this to be useful. Such additional data protection declarations supplement this data protection declaration and must be read together with it.

We always process your personal data in accordance with the applicable data protection regulations (including the Swiss Data Protection Act, "**DSG**" and, if applicable, the EU General Data Protection Regulation, "**DSGVO**"; hereinafter jointly "**Applicable Data Protection Law**").

"**Personal data**" is all information that relates to an identified or identifiable natural person or, if protected by the DSG, a legal person. This can be, for example, your first name and surname, postal address, email address, date of birth, telephone number and data on the use of our website, purchases made through our portals, and your preferences. In these data protection regulations, the phrase "**your data**" is also used for this purpose. Information that cannot be directly or indirectly linked to your person, i.e. not to your identity, is fundamentally not personal data.

"**Processing**" is any process carried out with or without the help of automated processes or any such series of processes in connection with personal data such as the collection, recording, organization, ordering, storage, adaptation or change, reading, querying, the use, disclosure by transmission, dissemination or any other form of provision, comparison or linking, restriction, deletion, or destruction of your data.

*Please note that third-party websites that can be reached through our offers provide information about the data processing by them in their own data protection declarations. We assume no responsibility or liability for compliance with data protection by these third parties and recommend that you consult the data protection declarations of these third-party websites.*

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## **A. Who is Responsible for Processing your Data?**

INTENSE LUMINOSITY GmbH is responsible for processing the data that is collected or received in the context of our offers or cooperation with you or processed for other purposes as defined in this data protection declaration.

## **B. How Do We Collect Your Data?**

We collect your data directly from you or receive your data from third parties, such as companies affiliated with us, authorities, consultants, our service providers, or from publicly accessible sources.

## **C. Scope, Purpose, and Legal Basis for Processing your Data**

We process your data when you use our offers, work with us or otherwise contact us. We generally process your data for the following purposes:

- to fulfill and process contractual or legal obligations;
- to check access authorization and manage the user account (if available);
- for information about updates or changes to our offers or events as well as adjustments to our terms and conditions, data protection declarations, our specifications on how you can advertise on our portals and websites;
- to combat fraud and abuse;
- to develop and maintain customer relationships;
- for marketing purposes by us and third parties, ie all sales-promoting measures, eg newsletters, telephone, online advertising, SMS and push notifications for market research, carrying out analyzes and surveys as well as for statistical purposes;
- for the needs-based design and improvement of offers;
- to evaluate user behavior.
- In the following, we have summarized for you in detail which data we process within the scope of our offers, what we process them for and what legal basis we rely on for this processing.

## **I Visited our Offers (Log Files)**

If you use our offers without any further information from you, the web server technology we use automatically logs general technical visit information in so-called log files. This includes, among other things, the IP address of the device used from which the visit is made, information on the browser type, the Internet service provider and the operating system used, which offers were called up from us, reference/exit pages, the time and duration of the visit.

This information is collected and processed for the purpose of enabling the use of our websites (connection establishment), ensuring and increasing the security and stability of our systems and offers, analyzing the use of our offers and services, collecting general demographic information, and the To enable optimization of our offer, as well as for internal statistical purposes. The user is not identified. Likewise, no connection is made between this automatically-collected information and personal data stored by us. The automatically

collected information and personal data stored by us can, however, be combined if you already have a registered user account on one of our portals or if you use certain functions of our website as a guest, such as our contact form or our inquiry function. This information can be linked in order to analyze the use of our offers and services, to collect general demographic information, and to enable the optimization of our Internet offer:

- If you send a message to a third party (for example an advertiser) via a corresponding function on our portal, these messages including their content can be saved by us.
- You can also obtain free services on our portal. Any personal data (email address, telephone number, etc.) you may have disclosed when using a free service or with a message can be used by us, for example, for marketing and analysis purposes (see below in Chapter CIX).

If your personal data is processed for the purposes described above when you visit our offers, this processing is carried out in our legitimate interest to enable the use of our websites (connection establishment), to guarantee and increase the security and stability of our systems and offers To analyze the use of our offers, to evaluate them statistically, to adapt and improve them as well as to enable the optimization of our internet offer.

## **II Registration of a User Account**

For personalized services or access-protected areas or for processing inquiries and administration of your subscriptions, you may need to register and thus set up a user account. It is necessary to enter certain personal data. This concerns, for example

- Your e-mail address that can serve as the user simultaneously
- Password and depending on the context and offer optionally other information such as
- First and last name
- Address (full postal address, ZIP, city)
- Telephone number
- Date of Birth
- Gender
- Information on subscribed newsletters or other advertising;
- Language preferences

In addition to the information marked as mandatory for the use of a certain offer, you can voluntarily enter and save additional personal data. With your confirmation when completing the registration for the recording and changing of your information on the user account, you guarantee the accuracy of the information you have entered.

We use the data to process and administer our digital offers, to check the data entered for plausibility, i.e. to justify, structure, process, and change the contractual relationships concluded with you via your user account and, in the case of chargeable services, for proper invoicing. Accordingly, we process your data in this context in accordance with the applicable data protection law.

### **III Use of Our Offers as a Registered User**

During the use of the offer by registered users, we collect data for statistical reasons in order to enable the portal to function properly and to analyze and optimize our offers and services. We collect data on whether and how you use our digital offers, in particular which functions and which advertising you use. It is in our legitimate interest in accordance with applicable data protection law to optimize, further develop and improve our offer.

If you use our offer as a registered user, statistical data may be visible to other registered users. Such data are only made available to other registered users in anonymized and/or aggregated form.

### **IV Use of Mobile Applications**

If you use our mobile applications with a mobile device and you have activated the transmission of your GPS signal data to third parties in the settings of your mobile device, we can use GPS signal data to collect information about the location of your mobile device ( Longitude and latitude, information on horizontal accuracy).

We use the location data to improve your user experience by showing you location-based online advertising and other location-based digital content (such as location-based weather information and news) via the mobile application (s) on your mobile device. We ask for your consent in accordance with the applicable data protection law before we collect your location data for the aforementioned applications.

Even after you have given your consent, you have the option at any time to revoke your consent or to deactivate or object to the collection, processing, and disclosure of your location data. If you do not want to receive location-based online advertising and content, you can either deny access to your location or deactivate location services in the settings of your mobile device at any time. To deactivate the location services, please follow the instructions of the device manufacturer: for Apple devices: <httpssupport.apple.com/de-ch/HT207092>, for Android devices: <https://support.google.com/accounts/answer/3467281?hl=de>.

### **V Purchase/Purchase of a Chargeable Offer**

If you purchase a product or purchase a chargeable service, you must provide data such as first and last name, address (full postal address, postcode, city), and any other data (such as a delivery address, billing address, payment information, etc.), as we need them to process the contract with you in accordance with the applicable data protection law.

If you choose our online payment option such as Stripe - <https://stripe.com> - to purchase a product or a chargeable service, payment is made via the online payment system of the respective provider. In this case, personal and payment data are processed directly by the provider of the respective payment system. We do not know or save your payment details. The data protection regulations of the respective provider of the online payment system also apply.



We can save your data collected for the purchase or purchase of a chargeable offer in the user account for the next purchase/conclusion of a contract in accordance with our internal archiving and data protection guidelines or based on the legal requirements. We use this to optimize, improve and further develop our offer, for marketing purposes and for statistical purposes. To do this, we can save all information about your current and previous purchases and contracts, i.e. the products, the services, the number of products and services per purchase, and the payment amount.

## **VI Contacting Customer Service or Via the Contact Form**

If you contact customer service, we can edit your contact details (such as title, first and last name, telephone number, email address, or postal address) and the content of the conversation to answer your request. This is in our legitimate interest within the meaning of the applicable data protection law, to provide you with professional information and to process your request correctly.

Incoming and outgoing consultations with our customer service can be recorded and saved for training and quality purposes, provided you have given your consent.

If you fill out a contact form on our offers, we will process the personal data provided (such as salutation, first and last name, telephone number, email address, or postal address, and the content of the request). This is also in our legitimate interest in providing you with professional information and processing your request correctly (in accordance with applicable data protection law).

## **VII Participation in Sweepstakes or Competitions (Hereinafter Jointly "Events")**

For voluntary participation in events, we use the data you provide, such as salutation, first and last name, email address, postal address. This data is used to organize and hold the events as well as to notify and/or publish the winners by means of direct notification or on social networks. In this context, your data can also be passed on in accordance with Chapter E, e.g. if we have commissioned a third party to carry out or evaluate the event or if the event is carried out by a third party through our offers.

## **VIII User Surveys and Market Research**

If you voluntarily take part in a user survey or other market research activities by us, we collect personal data from you, such as title, first and last name, contact details, and other information that is requested as part of the survey. We use the data you provide exclusively to improve the user experience and to further develop our products, which is a legitimate interest of us (in accordance with applicable data protection law). The results from the surveys consist exclusively of aggregated and anonymous data.

## **IX Marketing and Analysis Purposes**

With your registration or the order as a guest via one of our offers, we can also use your data for personalized advertising measures by us as well as by companies affiliated with us, by third parties. Personalized advertising measures include in particular the personalization of advertising by means of digital advertisements on our web offers and mobile applications, by email, such as e-mails with general information or advertising (newsletter), by telephone, post, fax, text messages, Picture messages as well as instant messaging services. At the end of every email we send, there is a link that you can use to unsubscribe from the newsletter at any time. You can also unsubscribe from the newsletter at any time by sending an email to *support@mustbuy.ch*.

We will only send you newsletters if they relate to similar offers or if you have expressly consented to this. Otherwise, the delivery of personalized content and advertising, e.g. on our portals or portals of companies affiliated with us, is in our legitimate interest in accordance with applicable data protection law to offer you our products or services that may interest you and to optimally market our offers. If prior consent is required, in particular for the processing of your data by companies affiliated with us, we will obtain this in advance.

For this purpose, user-specific historical and future data that we have at our disposal can be continuously linked with one another using various analysis tools and user behavior across offers can be analyzed, aggregated, pseudonymized, and anonymized. To improve our database, we can use publicly available data or data from third-party providers. The findings from your use of our offer can be used and utilized in the context of the analysis of user behavior at other participating companies. Such data processing generally takes place with pseudonymized or anonymized data. You can object to this processing of your data at any time by sending an email to *support@mustbuy.ch*. In addition, we process your data for analysis purposes, e.g. to continuously improve our digital offers and make them more needs-based and secure. This is in our legitimate interest in accordance with applicable data protection law, to align our offers to the needs of our customers, to improve them in line with the market, and to guarantee the security of our offers.

By registering a user account, you automatically register for one of our newsletters and your e-mail address can also be used to advertise your own similar offers until you unsubscribe from the corresponding newsletter.

For the purposes described here, we can also commission contract data processors with the technical processing of advertising measures and advertising for ourselves, who process your data exclusively for the purposes described above on our instructions (see Chapter E below).

## **X Fight Against Fraud, Legal Disputes, and Legal Processing Obligations**

We can also process your data, which we collect and process in accordance with the CI-CIX chapter, to combat fraud or in the event of a legal dispute, which is in our legitimate interest in accordance with applicable data protection law, to protect our business and any claims to

enforce or assert by us. We can also process your data to fulfill our legal obligations in accordance with applicable data protection law.

## **D. Profiling and Personality Profiles**

Within the scope of the stated purposes, it is possible that personality profiles are created and/or profiling is carried out. If personality profiles are to be shared with third parties, we will obtain your express consent in advance.

## **E. Transfer of Your Data to the Third Parties**

We work with other companies or persons or commission other companies or persons to process and store data in accordance with this data protection declaration. These third parties can have access to your personal data or usage data, but only to the extent necessary to carry out the tasks commissioned by us or to fulfill the purposes described in this data protection declaration. The transfer of your data remains reserved due to mandatory legal obligations.

We can save your data to the third parties of the INTENSE LUMINOSITY GmbH in accordance with Chapter E here. For their part, the third parties may pass on the data to their subsidiaries, provided that they only process your data for the same purposes (described below) as the third parties themselves are allowed to do.

A transfer takes place for the evaluation, improvement, and needs-based design of the products and services, for personalization, for marketing purposes and to combat fraud and abuse. The data will only be passed on as described herein if this is legally permissible or if we have obtained your consent in advance. Such consent can be withdrawn at any time.

These data offers can personalize the user experience on the platforms of affiliated companies (e.g. by recommending content), identify fraudulent activities on platforms better, display target group-specific advertising on their own platforms ("ad targeting") or personalized advertising on other platforms Show affiliated companies ("ad retargeting").

## **I Passing on to Service Providers Pass on**

In addition, your data to third parties, insofar as this is necessary for the execution of the contract in accordance with the applicable data protection law. For this purpose, we may pass on the necessary data to transport companies, banks, and other service providers, such as hardware and software providers. These service providers use your data exclusively for order processing and not for other purposes. As far as this is necessary for the purposes mentioned in sentence 1, the transfer can also take place abroad, for example, to enable the delivery of goods.

## **II Disclosure to Other Third Parties**

If you click on integrated third-party offers or use integrated third-party contact forms, we can pass on your data according to the offer or contact form. We can also pass on your data to third parties if they want to place personalized advertising or advertisements on our offers. In addition, your data can be passed on to third parties if we offer an offer together with a third party.

Apart from the disclosure of your data described above, we only pass on your data if you have either expressly consented in accordance with the applicable data protection law, if there is a legal obligation to do so, or if this is to enforce our rights, in particular, to enforce claims from the contractual relationship, which is predominant Interest of us is required.

In the event of a sale, merger, or other reorganization of some or all of our company's assets, personal information may be transferred, sold, or otherwise shared with third parties as part of that transaction or reorganization.

If we make advance payments, for example for a purchase on account, we may obtain credit information on the basis of mathematical-statistical procedures from a credit agency in order to safeguard our legitimate interests in concluding a contract with solvent customers (in accordance with applicable data protection law). For this purpose, we transmit the personal data required for a credit check to a credit agency and use the information received on the statistical probability of a payment default to make a decision on the establishment, implementation, or termination of the contractual relationship. The credit report can contain probability values (score values) that have been calculated on the basis of scientifically recognized mathematical-statistical methods and whose calculation includes contact details, among other things. Your interests worthy of protection are taken into account in accordance with the statutory provisions.

Your personal data will not be passed on, transferred, or sold to third parties outside INTENSE LUMINOSITY GmbH unless this is necessary to process a contract that you have concluded with us or you have given your express consent.

## **F. Use of Cookies, Tracking and Analysis Tools as well as Plug-Ins and other Integration of Third-Party Offers**

### **I Cookies**

Cookies help to make your visit to our website easier, more pleasant, and more meaningful, as well as to ensure the functioning of our offers and portals and serve you to Deliver interest-based advertising. Cookies are information files that your web browser automatically saves on your computer's hard drive when you visit our website. In principle, our digital offers can also be used without accepting cookies, but individual functionalities may then be restricted.

When using our website, the cookies we use can collect and save usage data such as the IP address of your device, pages visited, browser used, date, time, etc. In principle, these data do not allow any conclusions to be drawn about your person, unless you are logged into your user account.

Cookies are stored in a text file on the computer when the browser is closed and are called up the next time the web server is called up. Cookies neither damage the hard drive of your computer nor do they transmit personal user data to us.

We use cookies, for example, to recognize you after your first visit to our websites, offers, or portals; in principle, you are not recognized as a user, but only the computer or mobile device or browser used. In addition, we use them to understand who has visited our offers and portals and to deduce from them how often certain pages or offers are visited, which parts of the portal are particularly popular, and in general to ascertain how the portal is used.

We use other cookies so that you can move freely on our portal and use its functionalities, for example when accessing access-protected areas, for efficient navigation between different pages, and for saving preferences. Such cookies may also be required to use shopping baskets or payment functions. With the use of cookies, options you have chosen or decisions you have made can be used as settings to make your visit to the portal more convenient to make your visit to the portal more comfortable.

In general, the use of cookies serves to improve our services, make them more effective and safer. However, by means of cookies, information is also collected in order to offer you advertising that may be of interest to you. Finally, our cookies help us to tailor online advertisements more closely to your possible interests, thereby reducing the display of advertisements that may be of little or no interest to you.

Most Internet browsers automatically accept cookies. However, you can configure your browser at any time so that no cookies are stored on your computer or a message always appears when you receive a new cookie (visit the appropriate settings in your browser). You can also delete cookies on your computer or mobile device by using the corresponding function of your browser.

You can decide at any time whether or not you want to benefit from targeted advertising tailored to your possible interests. However, opting out does not mean that you will no longer receive online advertising. It merely means that the advertisements you are shown on the websites are not tailored to your presumed interests and might therefore be less relevant to you.

On those portals where a Consent Management solution is in use, you can view the list of cookies used at any time via the Cookie Preference Center and also manage your cookie settings there. You will find access to the Preference Center on the respective portals, for example in the footer or header.

Most of the cookies we use are temporary session cookies that are automatically deleted from the computer or mobile device at the end of the browser session. In addition, we also use permanent cookies. These remain stored on the computer or mobile device after the end of the browser session. Depending on the type of cookie, these permanent cookies

remain stored on the computer or mobile end device for between one month and ten years and are only automatically deactivated after the programmed time has expired.

## **II Tracking and Analysis Tools**

The use of our digital offers is furthermore measured and evaluated by means of various technical systems, predominantly from third-party providers such as Google Analytics. These measurements can be both anonymous and personal. In this context, it is possible that the collected data is in turn passed on to third parties for processing by us or the third-party providers of such technical systems.

We use Google Analytics, a service provided by Google Inc. This allows the data collected to be transmitted to a Google server in the USA, whereby the IP addresses are anonymized by means of IP anonymization so that an assignment of the data to third parties is not possible, so that an assignment is not possible. The IP address transmitted by your browser as 10 parts of Google Analytics will not be merged with other Google data. You can object to the collection and processing of this data by Google Analytics by setting an opt-out cookie that prevents the future collection of your data when you visit this website:

*<http://tools.google.com/dlpage/gaoptout?hl=de>*.

## **III Plug-ins and Other Integrations of Third-Party Offers**

Our digital offerings are networked with third-party functions and systems in a variety of ways, such as through the integration of plug-ins from third-party social networks such as Facebook, Google+, YouTube, or Twitter in particular.

If you have a user account with these third parties, it may also be possible for these third parties to measure and evaluate your use of our digital offerings. In the process, further personal data, such as IP address, personal browser settings, and other parameters may be transmitted to these third parties and stored there. When using a social login service such as Facebook Connect, for example, the provider may transmit to us personal data such as name, e-mail address, and profile picture stored by them about you. We have no control over the use of such personal data collected by third parties and assume no responsibility or liability. We refer to the detailed further information linked above in this regard. Information on the collection and use of data by third-party providers can be found in the data protection notices of the relevant third-party providers.

## **G. Transfer of Personal Data Abroad**

We may also transfer your personal data to third-party companies or contracted service providers abroad, in particular in Europe, Asia, and the USA, if this is expedient for the data processing described in this privacy policy. These are obligated to data protection to the same extent as we ourselves. If the level of data protection in a country does not correspond to that in Switzerland, we contractually ensure that the protection of your personal data corresponds to that in Switzerland at all times. We ensure this by concluding EU Model Clauses or other contracts approved by the Swiss Federal Data Protection and Information Commissioner with the service providers we use.

## **H. How Long Do We Store Your Data?**

We only store your data for as long as is legally necessary or in accordance with the processing purpose, in particular for the fulfillment of the order or contract as well as for compliance with legal obligations.

In the case of analyses of your data, we store your data until the analysis is completed or you have objected to further processing. If we store data on the basis of a contractual relationship with you, this data will remain stored at least as long as the contractual relationship exists and at the longest as long as limitation periods for possible claims by us run or legal or contractual retention obligations exist.

Subsequently, we aim to anonymize the data so that we can continue to use it for statistical purposes. If this is not possible for any reason, the data will be deleted if we no longer need your data for the stated processing purposes and are also no longer legally obliged to retain it.

## **I. How Do We Protect Your Data?**

We take appropriate technical and organizational precautions to conscientiously protect your data from loss, destruction, falsification, manipulation, or unauthorized access. We operate secure data networks that comply with the applicable technical standards. Our security measures are continuously adapted and improved in line with technological developments.

If you register with us as a user, access to your user account is only possible after entering your personal password. You should always keep payment and access information confidential and close the browser window when you have finished communicating with us, especially if you share the computer with others.

Our employees and the service companies commissioned by us have been obligated by us to maintain confidentiality and to comply with the provisions of data protection law. What rights do you have with regard to your data? According to applicable data protection law, you have the following rights:

- Right to information:
- You have the right to know at any time whether and which personal data we process from you.
- Right to have your data corrected:
- You are entitled to have your personal data corrected at any time should you notice that we are processing incorrect data from you.
- Right to have your data deleted:

If the processing of your data is no longer necessary, for example, because you no longer have a contractual relationship with us or no longer agree to the processing of your data, you may request the deletion of your personal data. We will delete your personal data, provided that we have no other obligation (e.g. legal obligation to retain data) or no

overriding interest (e.g. in connection with legal proceedings) in continuing to retain or process your personal data for a certain period of time. In this case, we will retain your data exclusively for these purposes and will not process them elsewhere.

Deletion of your personal data may mean that you can no longer obtain or use the services you have registered for.

### **Right to Restrict or Block the Processing of your Data:**

You have the right to have the processing of your data restricted or blocked at any time, provided that we have no other obligation to retain and process your data for a certain period of time.

### **Right to have your Data Released:**

Subject to certain conditions, you are entitled to have us disclose your personal data to you or to a third party designated by you, or to have us release your data to you in a commonly used format.

### **Right to Object:**

You may object at any time to the processing of your data for marketing and analysis purposes and to the disclosure of your data within INTENSE LUMINOSITY GmbH in accordance with chapter CIX by sending an e-mail to [support@mustbuy.ch](mailto:support@mustbuy.ch).

Such an objection does not exclude the collection of personal data entirely, but only for marketing and analysis purposes as well as for the disclosure of your data within the **INTENSE LUMINOSITY GmbH** in accordance with chapter CIX.

In addition, you may object to any data processing based on a legitimate interest of ours by sending an email to [support@mustbuy.ch](mailto:support@mustbuy.ch) if you can demonstrate reasons arising from your particular situation.

### **J. Withdrawal of your Consent:**

You always have the right to revoke consent once given at any time. If we have received notification that you are withdrawing your consent, we will no longer process your personal data for these specific purposes, unless there is another legitimate interest in doing so. The withdrawal of your consent has no effect on the data processing that was carried out before the withdrawal.

### **Complaint to a Supervisory Authority:**

In addition, you have the right to lodge a complaint regarding data processing with the competent supervisory authority, which in Switzerland is the Federal Data Protection and Information Commissioner. You can do this with the supervisory authority at your place of residence, place of work, or the place of the alleged data protection violation.



You may exercise your rights at any time by sending written notice and appropriate proof of your identity to the following address:

INTENSE LUMINOSITY GmbH  
Company Number: CHE-218.641.837  
Heiletenweg 4 4450 Sissach

Please use the email account with which you have registered with us. This will enable us to verify your identity. In addition, we reserve the right to verify your identity by means of a copy of your passport, a copy of the front and back of your ID card, or a copy of your Swiss driver's license or by other means. In connection with your contacting us to exercise your rights, we may correspond with you.

Please note that the granting of your rights may be partially refused or restricted for legal reasons or based on data protection law. We will inform you of the reasons for our decision if legally required or permitted.

## **K. How can you Contact Us?**

If you have any questions about the processing of your data, would like to request information, or would like to request the deletion of your data, please contact our data protection officer by sending an email to [support@mustbuy.ch](mailto:support@mustbuy.ch).

The contact details of our data protection officer are as follows:

INTENSE LUMINOSITY GmbH  
Company Number: CHE-218.641.837  
Heiletenweg 4 4450 Sissach

IBAN: CH12 8080 8004 9994 8862 5  
Account No. 207.563.175.5  
IID (BC No.):80808  
SWIFT-BIC: RAIFCH22

## **L. Changes to this Privacy Policy**

The current data protection declaration published on our website applies at all times.

We adapt this data protection declaration in each case to the most current state of the measures around the use and the protection of personal data. Any material changes to the privacy policy will be communicated to registered users by e-mail to the e-mail address provided during registration or by a corresponding notice in a suitable place after logging in to the user account.

Please re-read this Privacy Policy at regular intervals so that you are always up to date on what we do with your personal data and how you can exercise your rights.

- 1 Binding Nature of Contracts Concluded with MUSTBUY
- 2 Sales Outside the MUSTBUY Platform
- 3 Surcharges on the Sales Price
- 4 Incorrect Information about the Product
- 5 Guarantee and Warranty
- 6 Counterfeits
- 7 Event Tickets
- 8 Deadline for Establishing Contact after a Purchase/Sale Contract
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## **1 Binding Nature of Contracts Concluded with MUSTBUY**

Question: "My seller has sold the item to someone else. What can I do?"

Answer: A sale on MUSTBUY is binding. The seller is fundamentally obliged to deliver an equivalent replacement within a reasonable period of time.

## **2 Sales Outside the MUSTBUY Platform**

Question: "A potential buyer contacted me via " Questions & Answers "and asked whether I could close my offer and sell him the goods at a different price. Is that in order?"

Answer: The terms and conditions of mustbuy.ch clearly prohibit such an approach - you and the buyer risk being excluded from the platform. In addition, you lose the opportunity to apply for seller protection from MUSTBUY in the event of problems with the buyer.

## **3 Surcharges on the Sales Price**

Question: "Can a seller from Switzerland add VAT to the purchase price?"

Answer: No, the sales price of goods that are in stock in Switzerland always includes VAT in accordance with MUSTBUY's general terms and conditions.

Question: "Can a seller from abroad add VAT to the purchase price?"

Answer: Sellers from abroad must always deduct the foreign VAT and state the prices without VAT. Anyone who buys goods that are clearly identified in the offer as being shipped from abroad must pay the Swiss value-added tax levied on them on import and any other import fees (customs, etc.) themselves.

Question: "In the description of the offer, the seller lists additional types of distribution (for example shipping via courier). For this, he demands additional fees. Is he allowed to do that?"

Answer: Yes, as long as he clearly states this in the payment terms "as per description".

## **4 Incorrect Information about the Product**

Question: "The seller stated something different in the title than in the description of the offer. What is true now? "

Answer: Basically, the seller has to deliver what is more advantageous for the buyer. There is only an exception if the seller can plausibly demonstrate that he has made the information inadvertently ("declaration error" according to OR).

Question: "I asked the seller a question before buying the product. Now it turns out that he answered this incorrectly. Is the contract still valid for me? "

Answer: The information provided by the seller (including "Questions & Answers") is binding assurances relating to the purchased item. He must have the goods repaired at his own

expense according to his specifications and delivered as promised.

Question: "I purchased a product and now the seller has added as text that the goods are no longer for sale because he made a mistake in the offer. Can he refuse the sale because of that? "

Answer: Basically, the seller has to deliver. An exception is only made if the seller can plausibly demonstrate that he accidentally provided the original information ("declaration error" according to OR-Swiss Law).

Question: "I supposedly bought a product at auction, but only received the packaging for it. Afterward, I saw that the small print of the offer only talked about the packaging. But you don't see that at first glance. Can I cancel the purchase? "

Answer: The sale of pure packaging is only permitted on MUSTBUY if it is clear from the title of the offer that only the packaging is offered. The choice of the category in which an offer is placed is also decisive.

If a seller tries to deceive potential buyers by only pointing out in the "small print" that the item is packaging, this must be reported to customer service. In this case, the buyer can withdraw from the purchase.

Question: "The seller sent me a completely different product than I ordered. Now he refuses to acknowledge this and claims that he sent me the right product. "

Answer: As a buyer, you have to prove that you received the wrong product. If possible, open a received package in the presence of a witness (e.g. postman).

## **5 Guarantee and Warranty**

The statutory guarantee (OR-Swiss Law 197) is understood to mean the seller's duty to ensure that his product is flawless at the time of purchase. The seller is particularly liable for material defects, i.e. for defects that are not described that significantly impair the value or use of the item for the intended use.

In contrast, the guarantee represents a voluntary contractual commitment by the seller (sometimes also by the Manufacturer), for a certain period of time for the contractually guaranteed functionality of a To vouch for the product or parts thereof, insofar as it has been used properly.

At MUSTBUY, the term guarantee is understood as the buyer's fundamental right to repair or replace goods that differ from the product description or are defective (or a price reduction if both parties agree).

The following applies: On receipt of defective goods (e.g. material defects not mentioned that were already present at the time of purchase) the buyer must report the defect to the seller within 14 days, otherwise the guarantee will expire. If the seller refuses to repair or replace the goods, the buyer can withdraw from the contract (= rescission).

In this context, the postage costs for the return are at the expense of the buyer. Defects that are the fault of the buyer (such as breakage or moisture damage, etc.) are excluded from the guarantee. The same applies to transport damage or defects in wearing parts.

If a guarantee period is specified, this means that the seller must also be responsible for defects that arise later during the specified period, even if the defects were not visible at the time of sale.

Question: "The seller has sold a product and noted in the "Warranty" field: "One year manufacturer's warranty". The product broke six months after it was sold and the manufacturer wrongly refused to provide a free repair. Can I stick to the seller? "

Answer: yes; if the seller says there is a manufacturer's guarantee, he is liable for it, i.e. he has to bear the repair costs if the manufacturer (or importer) does not provide this service free of charge.

Question: "The goods have been damaged in transit. Who is liable for it? "

Answer: The seller is not liable for any damage that can be proven to have occurred during transport, even if he sold the goods with a guarantee.

The only exception is if he has not packaged the goods carefully or appropriately and damage has occurred as a result.

***For registered items, Swiss Post will reimburse up to CHF 500 for loss, damage, or improper delivery.***

If the product defect has been caused by the courier service or postal service, the buyer must well document the defect by taking several photos of the damaged item, and report it to the courier service or postal service, to request the payout of the insured value of the sent product.

Question: "I bought an item without a guarantee. After receiving the goods, hidden defects appear. Is there a guarantee for these defects? "

Answer: As a matter of principle, your salesperson does not have to repair defects that have no effect on the actual functionality of a product (e.g. slight scratches on the housing of a used kitchen appliance that could not be seen in the pictures). You cannot cancel the contract either (change).

Question: "I bought an item without a guarantee. After receiving the goods, there are defects that the seller obviously knew about. "

Answer: If there are defects that have a significant influence on the purchase decision, then the seller must state these in the offer or on request in "Questions & Answers" and must not mislead the buyer. There is intentional deception if the seller deliberately conceals defects in the offer that he must assess as essential for a buyer (for example, photographs a car in such a way that a large bump is not visible).

In this case, the seller must ensure that the goods are repaired or replaced.

Question: "Does a seller's warranty information in an offer take precedence over

MUSTBUY's terms and conditions?"

Answer: Yes, the information provided by the seller about the guarantee in an offer is binding. The provisions in MUSTBUY's general terms and conditions only apply in cases in which the seller has not stated otherwise.

Example: A seller writes in his offer that he grants an unconditional right of return of two weeks for his goods. Then he takes the position that the general terms and conditions only stipulate that he must repair the goods in the event of defects and that the goods are not defective, which is why he does not take them back.

So here the seller has to grant the promised unconditional right of return.

Question: "The seller has verifiably sent the goods (Track & Trace) but the package was stolen from my mailbox. Who is liable? "

Answer: With delivery in your mailbox, the risk of theft passes to you, because both the seller and the post office have done their job. In the case of registered mail, however, the post office or the relevant forwarding agent is liable.

## 6 Counterfeits

Question: "I have a nice replica of a Gucci bag. Can I offer this on MUSTBUY? "

Answer: No. The sale of imitations, fakes, copies, replicas, etc. is a trademark infringement and is not permitted on MUSTBUY. Your offer will be deleted and you will be warned. You may also be liable for damages or even criminally liable, even if you do not mention the brand name.

Question: "I saw a product that looks very much like a fake."

Answer: The sale of fakes is not permitted on MUSTBUY. Please report offers recognizable as counterfeits sending us an email to [support@mustbuy.ch](mailto:support@mustbuy.ch). In this context, we recommend our checklist for suspected counterfeiting.

Question: "I bought a branded product that turned out to be a fake after buying it. How do I have to proceed? "

Answer 1: If a product turns out to be counterfeit only after purchase, give the seller a reasonable period (e.g. ten days) to perform their contract by delivering the promised (not counterfeit) branded product to you.

Answer 2: With a written expert opinion from the manufacturer or specialist shop confirming the counterfeiting, you are entitled to the suspicion of buyer protection from mustbuy.ch.

Question: "I bought a branded product from abroad. Now it got stuck at customs because it was apparently a fake. How do I have to proceed? "

Answer: If a product has been recognized by customs as a counterfeit and confiscated, give the seller a reasonable period (e.g. ten days) to fulfill his contract by delivering the promised

(not counterfeit) branded product to you. If he does not react, proceed as if he had not delivered the goods at all.

If you are also billed by customs, the seller owes you a corresponding replacement, unless you knowingly purchased a counterfeit product.

## **7 Event Tickets**

Question: "Can tickets be sold on MUSTBUY?"

Answer: If a ticket is freely transferable to other people (e.g. concert tickets), sales are permitted, even if the sales price ends up being higher than the original price of the ticket. However, tickets on which authorized persons are named and disclosure of which has been contractually prohibited may not be sold.

## **8 Deadline for Establishing Contact after a Purchase/Sale Contract**

Buyer and seller must meet each other within 7 days of a successful purchase/sale. Often the seller already sends the necessary account details for a transfer in the text for end emails, which counts as sufficient contact.

If the buyer or seller lacks information about the other party, which is necessary for the fulfillment of the contract, he is obliged to inquire at least twice by e-mail and once by telephone for 7 days from the conclusion of the contract. If these inquiries are unsuccessful within 7 days, the requesting party is entitled to withdraw from the contract.

## **9 Pickups**

Question: "I have sold a product on MUSTBUY that was picked up by the buyer. Now he just doesn't come by to pick up the goods"

Answer: The buyer is obliged to collect the goods within 14 days.

## **10 Delivery Time, Availability**

Question: "By when does an article have to be delivered if the offer defines 'immediately available'?" Answer: If advance payment has been agreed and the seller has noted "available immediately" as availability, the seller must deliver the goods within 14 days of receiving the advance payment.

Question: "I have sold or bought goods on MUSTBUY, but the other party does not. I also don't have an address or account number where I can send the goods or transfer the money. "

Answer: If one party does not provide information from the other party that is necessary for the fulfillment of the contract, it is obliged within 7 days of the conclusion of the contract to inquire about this at least twice by e-mail and once by telephone. If these inquiries are unsuccessful, the requesting party is entitled to withdraw from the contract after 7 days from the conclusion of the contract. The seller can also submit a request for a refund of the

closing fees.

Question: "I have paid the purchase price, but the seller does not deliver."

Answer: The seller must deliver the goods within 14 days of receiving the advance payment. In the case of a longer availability period, the corresponding days will be added. Please always wait for these deadlines first. If the delivery does not take place on time, you can proceed as follows:

After 20 days, you have the option of sending a reminder to the defaulting seller in your "My MUSTBUY" user center.

If the delivery does not materialize, send him two written reminders, set him a realistic delivery time, and otherwise threaten to withdraw from the purchase contract.

If the seller still refuses to deliver the goods, you have the following options:

- You inform the seller in writing (by email is sufficient) that you are withdrawing from the contract and request the purchase price including delivery costs back.
- You can apply for buyer protection 30 to 60 days after the end of the offer.
- Issue a refund through Stripe - check this link - <https://support.stripe.com/topics/refunds>

## **11 Problems with Shipping Costs**

Question: "The seller stated absurdly high shipping costs in his offer. Do I have to pay for this? "

Answer: yes. From a legal point of view, your purchase is binding because the shipping costs were clearly stated. In the future, please report such sellers to customer service (before purchasing) so that we can take action against them.

Question: "I bought several items from a seller. This now demands postage for each article. Isn't he obliged to do a bulk mailing? "

Answer: No. Unless otherwise stated in the offer, he can request individual postage for each item.

Question: "The buyer of my item lives abroad. Can I now ask for more postage than stated in the offer? "

Answer: yes. Unless otherwise stated, the postage details in the offer refer to shipping for Switzerland. You can ask buyers abroad for the shipping costs that are actually incurred. It is best to talk to the buyer about the choice of shipping method (A Mail, courier, etc.).

## **12 Customs and VAT when Importing**

Question: "I have purchased a product from abroad and have now received an invoice from Swiss customs. Do I have to pay for this? "

Answer: In the case of a seller with a registered place of residence outside of Switzerland, as the importer of the goods, you have to pay customs duties and any VAT.



If you do not see from the offer that the goods are being delivered from abroad (especially if the seller lives or is based in Switzerland), the seller has to pay for customs and VAT.

### **13 Intellectual Property**

Question: "Can I use photos and text from other offers in my own offers?"

Answer: no. In principle, you may only use photos and text that you have created or written yourself.

Question: "Can I use photos and text from the website of the manufacturer of my product in my own offers?"

Answer: no. This constitutes copyright infringement and is prohibited unless you can provide official permission from a manufacturer.

There is a small exception for lists with product properties, as they are often published by manufacturers on their websites. You can copy such lists as long as they really only briefly show the properties of a product.

Question: "Can I use a brand logo from the website of the manufacturer of my product for an offer?"

Answer: No, but you can take a photo of the brand logo on your product and include this photo in your listing. You are also allowed to indicate the brand in a normal, neutral font in the text.

Question: "A seller on MUSTBUY infringes my trademark, copyright, design, or patent rights. What can I do? "

Answer: Send us an email to [support@mustbuy.ch](mailto:support@mustbuy.ch)

### **14 Right of Withdrawal**

Question: "Do I have a right of withdrawal for purchases that I have made via MUSTBUY?"

Answer: No, in Switzerland, unlike in the EU, there is no right of withdrawal for consumers, and we do not require sellers to grant such a right. In principle, you only have a right of withdrawal if the goods were (objectively) defective and the seller refuses to remedy the defects or to provide a replacement within a reasonable period of time.

The seller can, however, grant you a right of withdrawal, for example in his product description.

### **15 Minor**

Question: "A young person under the age of 18 bought something from me. Do I have to deliver the goods to him? "

Answer: In principle, minors are not allowed to become members of MUSTBUY. They do so under bypassing our rules anyway, this will have on your obligation as a seller but does not

affect. Only the minor himself has the opportunity to withdraw from the contract. If you have delivered the goods to him, he must of course also pay for them or at least withdraw from the contract and send the goods back to you. In such a case, we will also reimburse you for the fees.

Question: "My underage child bought goods on MUSTBUY. Does it have to pay MUSTBUY the fees? "

Answer: Yes, at least as long as the fees are within the framework of the child's pocket money and the child can see the consequences of his or her actions.

Question: "My underage child accidentally bought an item with my mobile phone. Do I have to pay for this? "

Answer: Yes. In principle, you are responsible for your login and your user account and you are obliged not to disclose your user data and log in to any third party. In such a case, try to find an amicable solution with the seller.

## **16 Taxes**

Question: "Do I have to pay tax on the income I earn on MUSTBUY?"

Answer: If you do business regularly and on a large scale through MUSTBUY, you have to declare the profit as income and pay tax on it. Income tax requirements can vary from canton to canton. Please contact your tax advisor or the tax authorities of your canton or municipality to find out more. As a Swiss seller, you are also subject to VAT if your sales of goods exceed CHF 100,000 per year.

## **17 Data Protection**

Question: "I would like to close my account with MUSTBUY and would like MUSTBUY to delete all my data. How do I have to proceed? "

Answer: We will gladly comply with your account cancellation request. No open transactions or invoices are required.

Based on the data protection act, you can request the deletion of the data saved by MUSTBUY after the termination. According to the Swiss Code of Obligations, we are obliged to keep some of your data for a certain period of time, regardless of such a request, in order to be able to provide evidence in the event of a dispute. This data includes, among other things, your name, your address, your ratings, and your successful offers.

To the data protection declaration of [mustbuy.ch](https://www.mustbuy.ch)

Question: "Do I have to expect that MUSTBUY will disclose my data to the police and other investigative authorities?"

Answer: MUSTBUY is required by law to provide the investigating authorities with the data required for their investigations in specific suspected cases.



# General Prohibited List

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- 2 Rights of third parties
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- 3 Prohibited products
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  - 3.6 Decoding/decoding software and decoding/decoding hardware
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  - 3.8 Admission tickets, plane tickets & travel tickets
  - 3.9 E-mail addresses, domains, licenses, registration rights, and banner advertising spaces
  - 3.10 Explosive products, radioactive materials, and other chemicals and products that are hazardous to health
  - 3.11 Telecommunication systems, especially radio systems that Violate telecommunications legislation
  - 3.12 Devices for unlawful eavesdropping
  - 3.13 Stolen products and other products that do not belong to the seller
  - 3.14 Vouchers
  - 3.15 Dummy mobile phones
  - 3.16 War material and army material
  - 3.17 Food and utensils that are subject to the Food Act
  - 3.18 Lottery tickets
  - 3.19 Human body parts and organs

- 3.20 National Socialism / Racism / Political Extremism
- 3.21 Pornography, sexual and violent content
- 3.22 Animals and Plants
- 3.23 Weapons of any kind
- 3.24 Securities, Financial Services, and Coins
- 3.25 Cigarettes and certain other tobacco products or tobacco
- 3.26 Real estate, Land, and the Limited Rights in Rem
- 3.27 Vehicle registration plates vehicle registration
- 4 Prohibited Services
  - 4.1 Illegal Services
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- 5 Further reasons why an offer is deleted
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  - 5.2 Wrong category
  - 5.3 Profit or Donation
  - 5.4 Category spamming
  - 5.5 Misleading information / unfair behavior
  - 5.6 Manipulation of search results or other functions of the mustbuy platform
  - 5.7 Rental/subscription contract, etc.
  - 5.8 Search and exchange requests
  - 5.9 Prohibited information
    - 5.9.1 Addresses, e-mail, telephone numbers, account data.
    - 5.9.2 Details for jewelry and watches
    - 5.9.3 Cars and motorcycles
  - 5.10 Sale outside mustbuy / kilo goods
  - 5.11 Advertising / Web addresses
  - 5.12 Other violations of legal regulations and common decency

## 1 Preliminary Remark

Mustbuy maintains this non-exhaustive and continuously updated list of prohibited products with 2 products whose offer violates legal regulations that violate the good Morals or against general mustbuy principles and the offer of which is prohibited without the express permission of MUSTBUY.

MUSTBUY is authorized to delete corresponding offers.

Offers that contain insufficient or misleading information can also be deleted. The rights of mustbuy according to Section IV.B. are expressly reserved. of the terms and conditions.

Even if this prohibited list provides for exceptions (ie the offer allows in individual, defined cases), mustbuy reserves the right to deviate from these exceptions.

Unless otherwise stated, one passage applies to all offers on mustbuy. If you are unsure, please contact customer service first. (*support@mustbuy.ch*)

## 2 Rights of third parties

It is forbidden to undertake actions on mustbuy which in any way violate the rights of third parties. This includes copyrights, trademarks, design or patent rights, personal rights, data protection rights, competition rights, and other property rights of third parties.

mustbuy supports the owners of property rights. They can report offers to mustbuy that violate their rights and have these offers removed.

### 2.1 Intangible property rights (intellectual property)

Offers, texts, and images that a member publishes on the mustbuy website in any form or manner (offer descriptions, reviews, entries in the "Questions and Answers" etc.) or in any other way via the mustbuy website, may not infringe any trademark, copyright, design or patent rights of third parties. The member may only use and publish images and texts on the mustbuy website that they have created themselves or the use of which the rights holder has consented to.

If there are doubts about the originality of an item, mustbuy reserves the right to request proof of originality from the seller and/or to delete the offer.

Examples:

- Piracy products such as imitations, forgeries (eg watches, jewelry, clothing)
- Use of terms such as "Replica", "Fake", "Style", "Design", "1: 1" etc., which show that a branded product has only been copied/imitated.
- Use of non-made images without corresponding use license of the copyright holder
- Products with the brand name "Louis Vuitton", which were not made by Louis Vuitton
- exercise bike, which does not carry the trademark "spinning" as "Spinning Bike", etc. offer
- All offer the original goods mimic eg "Armani style sunglasses," "inspired by Versace" etc.
- In the title and/or in the article description is a brand name without the products from this brand actually (eg "no Gucci" "No BMW" or "Prada" if it is not a Prada item etc.). Exceptions are basically offered that the brand does not mark infringing, deceptively still unfair in title or item description to use (such as iPhone, not for Nespresso machines suitable, etc.)
- Disks and photocopies are forbidden at mustbuy with external content even described or printed Offer media such as CDs, DVDs, VHS, hard disks, flash memories, e-readers, photocopies, or other types of writable media without the consent of the rights holder.
- Compilations Software(also free and shareware, eg from the Internet)

- Self-burned media files or collections (pictures, music, and/or films) Any kind of pirated copies (VHS, DVD, CD-ROMs, etc.)
- Bootlegs
- Not completely restored (deleted) iPhones / iPods / hard disks etc.
- Photocopies of books, course materials, or school courses

## **2.2 Personal rights**

Offers, texts, and images that a member publishes on the mustbuy website in any way (offer descriptions, reviews, entries in the context of "questions and answers" etc.) or communicated in any other way via the mustbuy website, may not violate any personal rights of third parties and/or violate the data protection law. In particular, they must not be offensive, obscene, defamatory, harassing, defamatory, denigrating, disparaging, damaging to the reputation, and the like. being.

## **3 Prohibited products**

### **3.1 Addresses of any kind as well as personal data**

It is forbidden to use mustbuy lists resp. To offer documents with addresses or other data that relate to specific or identifiable persons (natural and legal).

Examples:

- Dealer, supplier, manufacturer
- Mailing lists
- Bank customer data
- Personal Addresses, telephone numbers, e-mail addresses, or other information used for personal identification.
- Other addresses

### **3.2 Archaeological cultural goods (finds / objects)**

It is forbidden to offer archaeological cultural goods at mustbuy unless the provider has official proof of legality, according to which trading in this object is permitted. This verification document must be shown in the offer and be clearly legible.

As a rule, certificates of legality can only be issued for archaeological finds that can be proven to date from the time before the introduction of the Swiss Civil Code (ZGB; SR 210). A certificate of legality cannot be issued for objects without an indication of origin or from abroad. Mere customs export declarations etc. are not yet proof of legality in the sense of this principle.

Archaeological cultural assets are objects of historical, artistic, or scientific importance.

Examples:

- Coins
- Weapons and Tools
- Ceramics (vases, etc.),
- Jewelry

- Sculptures
- Writings
- Sacred objects such as relics

### **3.3 Drugs and Medical Devices Prohibited**

Forbidden to offer drugs and medical devices in the sense of the Medicines Act at Mustbuy.

Examples:

- Prescription drugs (sales category A, B)
- Medicines sales category C, D
- Contraceptive pills or the like
- HIV / AIDS test
- Pharmaceutical sexual enhancers (e.g. Viagra)
- Slimming product Cuts II
- Deworming drug
- Salvia Divinorum (may only be sold as a spice. A license is required as a tobacco substitute)
- B2UP chewing gum
- Poppers or the like
- Hoodia
- Ruyan
- Nicotine replacement products (e.g. nicotine chewing gum)
- Spaglog
- Spagyric Remedies
- Tiger balm
- Schüssler salt

### **3.4 Identification documents and licenses from authorities**

It is forbidden to offer official identification documents, licenses, and extracts from registers at mustbuy.

Examples:

- From authorities issued official documents such as driving licenses, passports, identity cards, permits, licenses
- Fake identity cards or any items that have been developed for the production of such cards
- birth certificates or trade register extracts
- Documents that the abuse of titles (degrees, Titles or public dignities) and professional titles (doctor, lawyer ...).

### **3.5 Motorway vignettes (used)**

It is forbidden to offer used motorway vignettes.

The Swiss motorway vignette is an official stamp that, once stuck on, is only valid for this specific vehicle. If a vignette is removed from a vehicle, it is to be regarded as invalid. It is not permitted to prepare invalid or new vignettes in such a way (e.g. provided with adhesive film) that they appear to be valid. If the motorway was used without sticking the vignette on, it is also considered invalid. This manipulation constitutes an offense within the meaning of



Art. 245 No. 1 Paragraph 2 and Art. 245 No. 2 of the Swiss Criminal Code of December 21, 1937 (StGB; SR 311.0) is punishable in the same way. The threat of punishment, in this case, is imprisonment for up to three years or a fine.

### **3.6 Decoding/decoding software and decoding/decoding hardware**

It is forbidden to offer decoding and decoding instruments at mustbuy that are used for unauthorized access to secure areas, trade secrets, encrypted data, etc., or that pursue the sole purpose of technical measures to protect copyrighted data Revoke or bypass works (such as copy locks).

Examples:

- Prohibited ListHack hardware or software
- Software for unlocking SIM locks
- Hardware for unlocking SIM locks (eg Griffin Box, Tornado Flasher ...)
- Software for copying copy-protected CDs or DVDs
- Decoding devices are. Teleclub, Premiere, etc.
- speedometer reset devices
- modchips
- R4 cards for Nintendo DS / DSI
- AceKards
- M3 cards etc.

### **3.7 drugs and other mind-altering substances**

It is prohibited to offer mustbuy drugs within the meaning of the narcotics Act and other mind-altering substances. This prohibition also applies to objects that are suitable and/or intended for the manufacture or consumption of mind-altering substances (with the exception of articles that are traditionally intended for the use of tobacco products).

Examples:

- Any type of product that falls under the Narcotics Act (heroin, cocaine, XTC, LSD, etc.)
- Products that contain cannabidiol (CBD)
- Seeds from plants prohibited under this heading (for example hemp seeds)
- Fixer utensils
- Snief cutlery
- Homegrown boxes (eg for hemp)

### **3.8 Admission tickets, plane tickets & travel tickets**

It is not permitted to offer tickets on which the person entitled is named and disclosure of which has been contractually prohibited. Neither the barcode nor the number belonging to the barcode must be recognizable on the images. These places need to be covered.

When selling tickets before the official start of sales, it should be noted that the seller must be in possession of a receipt or proof that he has the tickets. If there is a suspicion of commercial ticket sales, mustbuy reserves the right to obtain proof from the seller that he is entitled to do so. If this proof is not successful, mustbuy reserves the right to delete such offers and/or to block the member.

### **3.9 E-mail addresses, domains, licenses, registration rights, and banner advertising spaces**

It is forbidden to post offers at mustbuy that include the purchase of email addresses, domains, brands, designs, patents and other registration rights, banner advertising spaces, and licenses.

### **3.10 Explosive products, radioactive materials, and other chemicals and products that are hazardous to health**

It is forbidden to sell radioactive materials, poisonous and explosive materials, fireworks of any kind, and chemicals that are hazardous to health at mustbuy.

Examples:

- Pepper spray and defense spray
- Stink bombs
- Grenades
- Fireworks
- Products with warning notices from a federal office
- Any products containing asbestos, in particular, Eternit products manufactured before 1991 6

### **3.11 Telecommunication systems, especially radio systems that Violate telecommunications legislation**

It is forbidden to offer mustbuy telecommunications systems, in particular radio systems, that violate telecommunications legislation.

Examples:

- transmitter and / or receiver
- radio
- Remote controls
- remote
- wireless cameras
- scanning receiver
- jammer
- FM transmitter, which has a greater range than 10 meters.
- Radar detectors

Such products may only be offered and placed on the market if they comply with the provisions of the telecommunications legislation. Amateur radio equipment may only be given to holders of an amateur radio license against receipt and presentation of this license. Further information: Federal Office of Communications, 2500 Biel

### **3.12 Devices for unlawful eavesdropping**

Technical devices that are used in particular for unlawful eavesdropping or for unlawful

sound or image recording are not permitted.

Examples:

- Ballpoint pen, lighter or car key cameras as well as so-called buttonhole cameras and spy cams).

### **3.13 Stolen products and other products that do not belong to the seller**

It is forbidden to offer items on mustbuy that have been stolen. Mustbuy will also delete offers for items that do not legally belong to the seller.

Examples:

- Stolen bicycles
- Rented modems/routers from Cablecom, Swisscom, etc.
- Cars that are not allowed to be sold according to an ongoing leasing contract or an installment sale.

### **3.14 Vouchers**

Forbidden to offer mustbuy vouchers or tokens that are personal and non-transferable. Any minimum purchase prices must be clearly declared. Examples:

- Vouchers from our own online shop with the aim of encouraging our members to make a purchase outside of mustbuy
- Miles & More program

### **3.15 Dummy mobile phones**

Offers that offer mobile phones without functions, WITHOUT a clear indication in German ("dummy", "without functions" and/or "toys") and/or French ("sans fonctions", "jouet" and/or "portable factice") language in the offer text and title that it is such. The designation "Dummy" or any other reference in English is NOT sufficient.

### **3.16 War material and army material**

It is forbidden to offer war material and army material that has not been approved for trade by the responsible authorities on mustbuy.

The price lists of the official Army LiqShop and the ArmyTechShop provide a good indication of what can and cannot be sold. They are available at [www.armyliqshop.ch](http://www.armyliqshop.ch) and [www.armytechshop.ch](http://www.armytechshop.ch). Articles that a military man was allowed to keep after leaving the army are generally permitted for sale.

The following are permitted, for example:

- Sleeping bag 65
- Silver Army Knife (but not the Army knife '90)

On the other hand, for example:

- Parts of current uniforms
- Trousers from camouflage suit 90 (because also part of the uniform)
- Sleeping bag 90
- Material that was only given on loan (Parts of the PA, especially corps material)

### **3.17 Food and utensils that are subject to the Food Act**

It is forbidden to offer food and utensils (e.g. cosmetics) that violate the Food Act at mustbuy. In particular, indications of any kind that attribute the prophylaxis, potency enhancement, treatment, or cure of a human disease or as a slimming agent with precise promises of effectiveness to food are prohibited. According to the ordinance on the labeling and advertising of food, the country of production must always be specified in the case of prepackaged or open delivery of meat. A note is also necessary if the animals come from countries in which they were allowed to be treated with antibiotics to promote performance (e.g. USA, Brazil).

Examples:

- Tooth bleaching agent of any kind, except toothpaste and tooth-bleaching agents with a hydrogen peroxide concentration below 0.1%
- American T-bone steaks, unless the meat is from the US, or if this information is missing that the "meat Antibiotics Hormones] and/or other antimicrobial performance enhancers".
- Exact details of kilo losses with slimming products (eg "lose 3 kg in 10 days")

### **3.18 Lottery tickets**

It is forbidden to offer items that promise winnings or other benefits, such as lottery tickets and other offers falling under the Lottery Act.

Examples:

- Euromillion

### **3.19 Human body parts and organs**

It is forbidden to offer human bodies, body parts, organs, and bones at mustbuy.

Examples:

- Human skulls and skeletons
- Organs (including organs prepared for medical purposes)
- Blood, excretions, sperm, egg cells

### **3.20 National Socialism / Racism / Political Extremism**

It is forbidden to post articles with a National Socialist, racist, and/or politically extremist background on mustbuy or to carry out appropriate propaganda. Examples:

- Offers with well-known coded symbols (eg wreaths) and / or numbers (eg "88")
- Postcards from the 3rd Reich with the image of Hitler, National Socialist slogans, swastikas, and/or SS symbols
- Music CDs from right-wing or left-wing extremist bands
- T-shirts with propagandistic, political, and/or racist prints
- So-called "Neger Kässeli" / "Jolly Niger Banks"

Exceptions:

- Postage stamps and coins from the Third Reich
- Objective, purely scientific documentation about the Time of national socialism.

### **3.21 Pornography, sexual and violent content**

It is forbidden to offer articles on mustbuy that contain sexual or violent content or that are limited to a corresponding purpose. This includes pornography of any kind, offers with sexual, obscene, or violence-glorifying content or reference, forbidden depictions of violence, and general offers with content that is harmful to minors.

Examples:

- Porn Hardcore, regardless of the type of medium (hard disk, CD, DVD, video, poster, books, etc.)
- Contain Offers that sexual acts with children, animals, human excretions, or acts of violence.
- Images of children and adolescents in unnatural, gender-emphasizing postures.
- Offers with pictures of genitals or naked female breasts or people engaged in sexual acts
- Sex toys or love doll vibrators, dildos, love balls, penis rings, penis sleeves, plugs, and accessories
- All BDSM accessories such as whips, shackles, harnesses, masks, love swings, etc.
- Sex attractants
- Worn, unwashed underwear
- Cannibalism of any kind (DVD films such as Cannibal Holocaust, Cannibal Apocalypse, etc.)
- Offers with sexual references for advertising purposes only. If, for example, a scantily clad woman can be seen in one of the pictures, although she has nothing to do with the product.
- Films with deliberately insufficient information, which meanwhile points to sexual content (eg from 18 and without picture)
- Modules/cards for erotic
- Channels
- ListAll films that are on the "List of problematic films"

### **3.22 Animals and Plants**

It is forbidden to offer animals of any breed or breed (including puppies, kittens, etc.) on mustbuy. It is forbidden to offer protected animals, plants, and their preparations at mustbuy. Dogs and cat skins are also not allowed to be sold.

Examples:

- ivory
- wild cat fur
- shahtoosh
- rhinoceros horns
- whale bones and teeth
- turtle products
- snake wine

The animal welfare ordinance and additional information can be found at the Federal Veterinary Office [www.bvet.admin.ch](http://www.bvet.admin.ch) / further information at [www.wwf.ch](http://www.wwf.ch) and [www.cites.org](http://www.cites.org)

### 3.23 Weapons of any kind

In particular, firearms, cutting and stabbing weapons as well as ammunition of any kind It is forbidden to sell weapons at mustbuy whose sale/acquisition is prohibited according to the provisions of the Swiss Weapons Act (SR.514.54). This includes in particular firearms, cutting and stabbing weapons as well as weapon components and ammunition of any kind. Imitation weapons are also prohibited. mustbuy reserves the right at any time to go beyond the provisions of the Weapons Act and to delete weapons offers.

Examples:

Firearms and ammunition:

- Firearms, in general, are prohibited (air rifles, rifles, pistols, revolvers, etc.)
- Alarm weapons, gas and signal weapons, soft air guns, paintball markers
- Weapon components (magazines, barrels, silencers, breeches, blades, ammunition, grips, frames, closure housings, etc.)
- arms imitations
- knife and the like (in the case of doubt, should be parallel to the blade a scale are imaged):
- knife in which the blade can be extended with a single-handedly operated automatic mechanism (eg flick lock blades)
- Daggers with a fixed pointed symmetrical blade.
- Butterfly Knife (butterfly knife)
- throwing knives
- credit card knife

exceptions:

- kitchen, household, fishing, hunting, and pocket knives
- spin:

Other

- To hurt devices that are destined to people such as brass knuckles, shock rods, throwing stars, and weapons..
- Tasers, electric shock devices (of any kind)
- Disguised weapons, such as shooting pens and all weapons that are not immediately recognizable as weapons
- Objects that are deceptively similar to a weapon (eg revolver lighters)
- Laser

### 3.24 Securities, Financial Services, and Coins

It is forbidden to offer securities and financial services at mustbuy.

In the case of re-minting of coins, it must be clearly stated in the offer that it is a copy/replica / re-minting. Re-minting of Swiss coins is only permitted if they are permanently and legibly marked with a corresponding note on the goods themselves, such as "Copie", "Replica", etc.

Examples:

- Securities and company shares (e.g. shares, bonds) from existing companies
- Securitized and unsecuritized money market and financial instruments
- Loans and credits

- Loans and insurance or similarly regulated services
- Banknotes, with the exception of banknotes that are no longer in circulation
- Lunch checks, Reka-Checks and WIRE-Checks
- Digital currencies / Internet currencies (e.g. Bitcoin)

Exceptions:

- Share certificates may be offered for sale at mustbuy if they have been declared invalid or represent participation in a company that no longer exists as a legal entity.

### **3.25 Cigarettes and certain other tobacco products or tobacco**

It is forbidden to sell cigarettes of any kind related to products.

Examples:

- Snus and other tobacco products for oral use
- NTB (herbal cigarettes)
- Electronic cigarettes or electric shishas that already contain liquids containing nicotine-containing nicotine
- Liquids

Exceptions:

- Cigars
- Tobacco is sold loosely for smoking and sniffing (cigarette, snuff, and Stuffing tobacco)
- Tobacco pipes
- Smoking utensils such as cigarette rolling machines, cases, etc.
- Electronic cigarettes and electric hookahs that do not contain any nicotine-containing liquids
- Liquids without nicotine

*Note: It is strictly forbidden to sell cigars and tobacco to people under the age of 18. We also expressly refer to the provisions of the Federal Tobacco Ordinance, in particular on the import of tobacco products.*

### **3.26 Real estate, Land, and the Limited Rights in Rem**

Real estate, land, and rights similar to land may not be offered. Due to legal regulations, no legally valid sales contract for real estate, land, easements (e.g. building rights), liens, and similar rights can be concluded via the mustbuy online platform.

### **3.27 Vehicle registration plates vehicle registration**

It is forbidden to sell redeemed plates that are in traffic on mustbuy.

## **4 Prohibited Services**

### **4.1 Illegal Services**

It is forbidden to offer mustbuy services that contain or pursue illegal or immoral services.

Examples:

- Services that pursue the sole purpose of suspending or circumventing technical measures for the protection of works protected by copyright (such as copy locks).

## **4.2 Sexual services**

It is forbidden to discontinue services with sexual content such as prostitution, escort service, video, telephone sex, or similar offers at mustbuy.

## **5 Further reasons why an offer is deleted**

Mustbuy also reserves the right to delete offers that violate the following provisions:

### **5.1 Languages other than German, French, Italian, or English**

It is forbidden to post offers on mustbuy in languages other than German, French, Italian, or English.

### **5.2 Wrong category**

Offers that have been placed in the wrong category can be moved or deleted by mustbuy.

Examples:

- Motorcycles in the stamp category
- CD's in the category of the records
- Storage wall in the model railroad category promises of

### **5.3 Profit or Donation**

It is forbidden to sell items in connection with promises of profit on mustbuy. It is also forbidden to sell offers with a promise to donate unless there has been a prior agreement with mustbuy.

### **5.4 Category spamming**

It is forbidden to post identical offers more than once on mustbuy if this makes the offer lists confusing and items from other providers are difficult to find. Examples (not exhaustive):

- A seller offers identical items with several user accounts.
- Identical offers are posted several times in the same period instead of being combined in multiple offers. (Only one offer of a corresponding article may be activated at a time.)
- The title and product description are only changed slightly to make a difference.
- The same product is being discontinued at different prices.

*In these and similar cases, mustbuy reserves the right to delete corresponding offers and to warn or block members who enter such offers.*

### **5.5 Misleading information / unfair behavior**

It is prohibited to post offers on mustbuy with objectively false and/or subjectively misinterpretable information. Furthermore, any deceptive or otherwise contrary to the principle of good faith business conduct that affects the relationship between competitors or



between sellers and buyers is prohibited. Examples:

- Image and text do not match or contain contradictory information.
- Contradictory/incorrect information regarding the condition of the goods/product characteristics.
- Offering goods under inaccurate geographical indications of origin (e.g. "swiss made" for products manufactured in China).
- Stating artificially inflated comparative prices (moon prices).
- Unfair advertising and sales methods
- Price-comparison statements or the promise of bonuses or other benefits in connection with spirits.

## **5.6 Manipulation of search results or other functions of the mustbuy platform**

It is prohibited to use false, inappropriate, or misleading terms in the description of the offer (in the particular title and item description) in order to manipulate search results. Furthermore, it is prohibited with the help of offers to specifically manipulate the rating profile.

Examples:

- Hidden texts
- Mentioning of brand names that have no relation to the offer
- Selling Coop super points in 20 offers of 50 points each.

## **5.7 Rental/subscription contract, etc.**

It is prohibited to sell items via mustbuy if the conclusion of a rental contract is a prerequisite in the process.

Products whose purchase is linked to the conclusion of a subscription must clearly and unambiguously mention this condition.

Also prohibited are products that require the conclusion of a leasing or installment contract.

Mandatory.

Examples:

- Cell phones with a contract
- Registered PrePaid cards

## **5.8 Search and exchange requests**

Offers in which products are searched for or offered for exchange will be deleted by mustbuy. In addition, questions & answers, as well as reviews can be deleted, which violates this passage. Examples:

- Search requests
- Search inquiries
- Exchange advertisements

## **5.9 Prohibited information**

In particular, it is prohibited to post listings containing information of the following types:

### **5.9.1 Addresses, e-mail, telephone numbers, account data.**

The provision of contact details, such as the postal address, Internet address, VAT number, commercial registration number, telephone number, e-mail, postal and bank account details is prohibited in offer descriptions, ratings, offer images and questions & answers (including "private" answers in questions & answers and the personal message).

Exceptions:

- For vehicle auctions and ads, providing a phone number in listing descriptions is allowed.

In "Questions & Answers", the provision of a telephone number is permitted if the seller is asked for it by a prospective buyer in connection with a viewing.

The provision of an Internet address is only permitted if the seller links to the manufacturer's website for the purpose of providing product details, but the link does not lead to an online store.

### **5.9.2 Details for jewelry and watches**

Jewelry and watches made of base metal gold-plated, silver-plated, etc. must not contain the following information:

- Fineness information
- Indications of the proportion or weight of the precious metal used.
- Designation in conjunction with the name of precious metals or other indications is likely to deceive as to the true value or composition of the goods.
- Attributes that have a diminishing influence on the value of an item of value (such as pl. for a mere coating of precious metal, CZ. for cubic zirconia stones instead of diamonds, etc.) shall be indicated in the language of the offer, both in the title and in the continuous text, and shall not be abbreviated.
- Information on the layer thickness.
- These provisions also apply mutatis mutandis to packaging, advertising statements in brochures, advertisements, Internet offers, etc.

### **5.9.3 Cars and motorcycles**

Vehicle parts and accessories which have not been tested according to Swiss law, even in combination with other components, must be marked with the notice:

"Not approved for use on Swiss roads in accordance with the Ordinance on Technical Requirements for Road Vehicles."

Examples:

- Xenon bulb in normal reflector.

## **5.10 Sale outside mustbuy / kilo goods**

Offers that contain the indication that further products can be purchased after the award and outside of mustbuy will be deleted by mustbuy. Offers will also be deleted where the fees of mustbuy are bypassed and/or the final offer price is not apparent (e.g. kiloware).

Examples:

- Additions in the offer text that refer to other offers outside of mustbuy such as: "For an additional charge of xxx CHF, you can still purchase other identical items or additions to the offer" or also: "Inquiries from resellers desired." etc.
- If the offer price refers to a unit of measurement (cm, kg, etc.) and not to the item itself (e.g. cheese/meat: offer price refers to 1 kg - but the item effectively weighs 3 kg and the buyer would then have to pay three times the price).
- Mention in the offer text that, for example, a pair of speakers is being auctioned, but the offer is multiple offers with two pieces and/or the offer price only refers to one speaker and would therefore be charged twice or the offer price in a single offer only refers to one speaker and would then be charged twice.

## **5.11 Advertising / Web addresses**

Any kind of self and third-party advertising in all offer images, titles, descriptions, ratings, and questions & answers (including "private" answers in questions & answers and the personal message) as well as in user names is prohibited.

Examples:

- Indication of Internet addresses (WWW addresses, e-mail addresses, or similar).
- Depositing links that lead to online stores.
- Depositing links leading to other online auction houses, classified ad sites, and car portals.

Exceptions:

- In the case of vehicle classifieds, the specification of the Internet address is permitted by means of the "Website" setting option for which a charge is made.
- Links to the website of the manufacturer of the offered goods are also permitted.

## **5.12 Other violations of legal regulations and common decency**

It is generally prohibited to post offers or to offer them in a form that violates legal regulations or morality.

Examples:

- Sending goods via field mail

# **General Terms and Conditions (GTC)**

## **Valid as of 01.01.2022**

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*These generally regulate the rights and obligations in connection with the use of the website "www.mustbuy.ch" offered services.*

# **1 Introduction**

## **1.1 Scope and validity of these General Terms and Conditions Scope**

These General Terms and Conditions (GTC) of MUSTBUY, INTENSE LUMINOSITY GmbH Company Number: CHE-218.641.837 Heiletenweg 4 4450 Sissach, Switzerland, and has declared these terms to be binding, in addition to the Conditions contained provisions, in particular, the Data protection declaration and the fee regulations regulate the rights and obligations associated with the use of the MUSTBUY products offered via the website [www.mustbuy.ch](http://www.mustbuy.ch) (including all subdomains) (hereinafter referred to as "Marketplace") and the contractual relationship between MUSTBUY and MUSTBUY- Members. In addition, the interface terms of use apply when using the interface.

## **Confirmation and Amendment of these Terms and Conditions**

The member confirms these terms and conditions each time he logs into the marketplace.

*MUSTBUY reserves the right to make changes to these terms and conditions at any time and to publish the current version on MUSTBUY.*

The members will also be notified of any significant changes within a reasonable period of time before they come into force. MUSTBUY points out the possibility of contradiction. If a member does not object to the validity of the new terms and conditions after this information, the changed terms and conditions are deemed to have been accepted.

## **1.2 MUSTBUY marketplace**

MUSTBUY makes its marketplace available to its registered members upon viewing as a platform for offering and purchasing goods, services, and rights (hereinafter: "Products"). For the sake of simplicity, these terms and conditions refer to the provider of a product as the "seller", the purchaser of a product as the "buyer" and the acquisition as a "purchase" or "buy".

## **1.3 Principles for the use of the MUSTBUY marketplace**

### **1.3.1 Independent Use**

In the marketplace, the members of the dealers and the members can conclude contracts autonomously and independently. Only the seller or trader and the buyer are obliged and entitled under such contracts. The fulfillment of the contract is the exclusive responsibility of the dealer or seller and buyer.

### **1.3.2 Legal Status of MUSTBUY**

MUSTBUY is not a party to contracts concluded between members or dealers and members on the marketplace. MUSTBUY, its representatives, employees, and auxiliaries are in no way responsible for the risks associated with the initiation and conclusion of transactions and are in no way liable for any resulting damage.

MUSTBUY is not obliged to control the behavior of its members or dealers in connection with the use of the marketplace. In particular, MUSTBUY is entitled, but not obliged, to check the legality or other permissibility of the offers, texts, and images published marketplace by its members or dealers in any way. This also applies in particular to the system used by members to evaluate members or dealers on their own initiative.

### **1.3.3 Nouse**

Entitlement there is no entitlement to registration, membership, use of the marketplace, or use of MUSTBUY's services. In particular, MUSTBUY is free to refuse registration at any time, or to exclude a member in accordance with Section 2.4, to prohibit the use or to discontinue service.

## **1.4 Definitions**

### **1.4.1 Member**

By registering, i.e. by providing the personal information requested and agreeing to these terms and conditions, the interested party becomes a "member" of the marketplace. MUSTBUY can provide additional information and/or verifications or waive them. Registration and membership are free.

### **1.4.2 Offer**

Offer means the publication of an independently designed representation for the sale of a product on the marketplace.

### **1.4.3 Types of Offers on the MUSTBUY Marketplace**

Offers can be designed in different ways. The following forms are currently available.

## **Offers for Fixed Price**

The listing of a product by specifying a so-called fixed price by the seller represents a fixed price offer for the immediate sale of the product to the person who agrees to pay this specified amount. MUSTBUY does not offer auctions at the moment.

## **2. Membership**

### **2.1 Purpose**

Membership as a registered user is a prerequisite for offering and purchasing products on the marketplace, for the use of related website functions, and for the use of password-protected areas of the website (especially a personal account). In order to be able to use all functions of the marketplace as a member (in particular sell and buy without restriction), various verification levels are provided or can be requested (e.g. the entry of an activation code sent by post). The purchase of a product that is offered through a classified ad is also open to non-members.



## 2.2 Description

Registration and membership are free. Membership is personal and non-transferable.

## 2.3 Minimum requirements for membership

### 2.3.1 Capacity to Act

Membership is only open to natural or legal persons with unlimited capacity to act. Minors (persons under the age of 18) are excluded from membership.

### 2.3.2 Personal Details

The details to be entered when registering must be complete and correct at all times and must always contain the following: full first and last name, date of birth, address of the current main residence, telephone number (no value-added service number allowed such as 0900 numbers), valid e- E-mail address. When registering a company or a commercial member account, the name of the contact person and also the full company must be given (including VAT and commercial register number if available). In the event of changes, the member is obliged to update them immediately in their personal user account so that the information is always complete and correct.

MUSTBUY can provide additional information and/or verifications for specific functions or waive them at any time.

The user name to be chosen by the member may not be obscene, disparaging, or in any other way offensive. In addition, the user name must not contain any reference to an e-mail or Internet address, nor may it infringe the rights of third parties.

### 2.3.3 Persons Domiciled Abroad

Persons domiciled/domiciled abroad can generally only use the marketplace as buyers. In order to be able to post offers, the consent of MUSTBUY must be obtained in advance, whereby in principle only commercial providers or legal persons are permitted. The corresponding request including business license must be sent to: [support@mustbuy.ch](mailto:support@mustbuy.ch).

## 2.4 Beginning and Termination of Membership

### 2.4.1 Beginning

Membership begins with the sending of an email confirmation by MUSTBUY after registration and approval of these terms and conditions.

### 2.4.2 Termination by the Member Membership

can be terminated at any time, provided all the following conditions are met, by sending an email to [support@mustbuy.ch](mailto:support@mustbuy.ch):

- The member's account balance is balanced, i.e. there is no Balance in favor of MUSTBUY.
- The member currently does not offer any products on MUSTBUY.

If one of the conditions is not met, the termination is invalid. MUSTBUY's customer service

will confirm the cancellation with an email and close the relevant account.

Any reviews submitted and received, as well as "Questions & Answers" by a member will continue to appear on MUSTBUY even after the member's termination of membership.

### **2.4.3 Termination by MUSTBUY**

MUSTBUY is entitled to exclude a member at any time for objective reasons, in particular, if the terms and conditions are disregarded (i.e. to terminate the membership), to prohibit the use, or to discontinue service, without the member concerned making claims against MUSTBUY adult.

MUSTBUY is entitled to temporarily block or permanently exclude a member if it appears likely that another member who has already been blocked or excluded (such as family members or housemates) is doing business via this account, or if there is a reasonable suspicion that the member has rights Third has injured.

Success commission and fees for boosts plus any reminder fees and expenses are still owed even in the event of exclusion.

Any reviews submitted and received, as well as "Questions & Answers" by a member will continue to appear on the marketplace even after membership has ended. Excluded members have no right to re-register as a member without the prior consent of MUSTBUY, be it under their own name or under someone else's name.

## **3 General member**

### **3.1 Confidentiality of the Access Data**

Obligations of the member are obliged to keep secret the personal password given to him by MUSTBUY as part of his registration or created by himself, as well as the activation code received by post, and never to disclose or make it accessible to third parties.

### **3.2 Technical Interventions**

The use of mechanisms, software, or other scripts that could disrupt the proper operation of the website is prohibited.

Members may not take any measures that could result in an unreasonable or excessive load on the MUSTBUY infrastructure.

Members are prohibited from blocking, overwriting, or modifying content generated by MUSTBUY or from interfering with the MUSTBUY website in any other way.

### **3.3 Third-Party Intellectual Property Rights (Intellectual Property)**

Offers, texts, and images that a member publishes or uses on the marketplace in any way (offer descriptions, reviews, entries as part of the "questions and answers" function, etc.) Communicated in any other way via the marketplace may not infringe any intellectual property rights of third parties. The member may only use and publish images and texts on the MUSTBUY website that they have created themselves or the use of which the rights holder has consented to; this also applies in particular to text and image material that is publicly accessible on another website.

### **3.4 Personal Rights of Third Parties**

Offers, texts, and images that a member publishes on the marketplace in any way (offer descriptions, reviews, entries in the context of the "questions and answers" function, etc.) or communicated in any other way via the marketplace, may not violate any personal rights of third parties; In particular, they must not be offensive, obscene, defamatory, harassing, defamatory, denigrating, disparaging, damaging to the reputation and the like. Being.

### **3.5 No Advertising**

Offers, texts, and images, which a member on the marketplace in any kind and form (offer descriptions, ratings, entries in the context of the "questions and answers" function, text for end emails, messages to buyers, etc.) .) published or communicated in any other way via the marketplace, may not contain any form of advertising for products that this member is not currently offering or is offering in the immediate future via the marketplace.

### **3.6 Links and Web Addresses**

The offers and content published on the marketplace (including images) must not contain any URL links or web addresses. This does not include offers in the form of classified ads or the exceptions listed in the general list of prohibited items.

### **3.7 Use of Content**

The information about a seller or other information that can be viewed in an offer, which MUSTBUY may transmit in connection with offers, may only be used in connection with the corresponding offer; in particular, use for advertising purposes is prohibited. It is also not permitted to use this information to send newsletters or to pass it on to third parties.

### **3.8 No Contract Conclusion Outside the Marketplace**

Texts and images that a member publishes on the marketplace in any kind and form (offer, classified ad, evaluation, as part of the "questions and answers" function, etc.) may not be used for contract conclusions outside of the marketplace or directly or indirectly encourage them to do so.

### **3.10 Truthful use of the Rating System**

The user is obliged to provide truthful information in the ratings he/she gives. The reviews must be factual and not contain any personal insults. It is not permitted to include advertising in a review (e.g. giving a www address, etc.). Any unfair influence on one's own or third-party rating profiles or ratings as well as any misuse of the rating system is prohibited. It is also not allowed to give personal user information in a review. It is also not permitted to give misleading ratings or manipulate the rating system for your own benefit. MUSTBUY is entitled, but not obliged, to intervene in the autonomous evaluation system and to delete and/or correct evaluations at any time and without further inquiry.

### **3.11 Prohibition of Circumventing the Fee Structure**

It is forbidden to take actions that serve to circumvent MUSTBUY's fee structure (e.g. offers with disproportionately high shipping costs).

## **4 Marketplace operation at MUSTBUY**

### **4.1 Inadmissible Offers**

MUSTBUY is authorized to prohibit the offering of certain products and product groups on the marketplace at any time at its own discretion and without giving reasons. A non-exhaustive, continuously updated overview can be found in the general prohibited list.

### **4.2 Published Content, Offers, Categories**

MUSTBUY is authorized to delete individual offers, text, and image material on the website at any time without further inquiry and without giving reasons. This also applies in particular to offers that are posted in an incorrect marketplace category, and text or images that could infringe the rights of third parties. No claims against MUSTBUY can be derived from such deletions.

MUSTBUY is also authorized to rename, split, merge, cancel or introduce new offer categories and to move current offers to another category or to delete them accordingly at any time without prior notice and justification.

### **4.3 Violation of the Terms and Conditions by a Member**

MUSTBUY is authorized to warn a member if there is credible, concrete evidence that this member has violated these terms and conditions. MUSTBUY is specifically authorized to warn a member if credible, there is clear evidence that the member has willfully violated its contractual obligations to another member.

The right to exclude a member from membership is reserved (see: Membership / Termination by MUSTBUY).

### **4.4 Changes the Offer**

To the duration of MUSTBUY is entitled, but not obliged, to extend or shorten the duration of offers insofar as this appears necessary for the proper implementation of the offer (see also technical malfunctions/maintenance)

## **5 Seller Obligations**

### **5.1 Power of Disposal over the Product Offered**

The Seller may only offer products for which he is authorized to dispose of. This means in particular, without being limited to this, that the member is able and entitled to transfer ownership and property completely and unencumbered to the buyer; that he is authorized to rent a property and that he is authorized to transfer a right.

### **5.2 No sale of Prohibited Articles**

It is forbidden to offer products, the offering, sale, purchase, supply, or use of which could violate legal regulations or be contrary to common decency. MUSTBUY maintains a non-exhaustive and continuously updated list of prohibited products (cf. Irrespective of the entry of a product on the list, MUSTBUY reserves the right at any time to delete offers and to inform the responsible authorities or injured third parties.

### **5.3 Truthful and Complete Information about the Purchased Item**

The seller is obliged to provide truthful, not misleading, and not unfair information about the product offered and to provide complete information about the details of payment and delivery. All defects in the product or the packaging must be stated. This also applies in particular to used products or products that have been damaged in packaging. The seller is obliged to publish his offer in a relevant product category on the marketplace.

### **5.4 No Prior Sale**

The seller is prohibited from selling the discontinued product elsewhere during the period of the offer or from granting third parties rights to it.

### **5.5 Success Commission and Offer Boost Sporting**

*The articles on MUSTBUY are free of charge.*

In accordance with the fee regulations, the seller has to pay MUSTBUY a success fee of 6% if the contract is successfully concluded. All of the aforementioned fees are debited automatically by our payment provider Stripe as payment and can be downloaded as a receipt in the fee overview after receipt of payment.

The payment invoice/confirmation is also sent by email through Stripe. The amount of the and fees, as well as the corresponding invoicing and payment conditions, are shown below and from the current fee regulations. MUSTBUY reserves the right to adjust the fee for new offers at any time. If the seller deletes or changes an offer during its term, it does not entitle the seller to a refund or a reduction in the fees incurred for boosts. Depending on the type of offer change, additional fees may apply, in particular, due to the selection of additional boosts.

### **5.6 Method of Payment**

The fees are paid using the Stripe online payment provider.

- Payment by Stripe - check out this link - <https://stripe.com/en-gb-ch/pricing>

### **5.7 Fees Reimbursement**

Successful commissions can be reimbursed through the Stripe payment provider - check this link - <https://support.stripe.com/topics/refunds>. In any case, the refund must be submitted no later than 30 days after the sale has ended. Subsequent requests for a refund will not be considered and the seller is not entitled to a refund of the success fee. If MUSTBUY approves a Success Commission refund request, the applicable fees will be credited to the Stripe account. Except upon termination of membership, the seller has no right to a cash payment or to a transfer of these fees. This also applies to reimbursements of fees for offers that have been deleted by MUSTBUY.

## **6 Relationship Between Seller and Buyer**

### **6.1 General**

MUSTBUY does not guarantee that members will behave in good faith when trading on the marketplace. In particular, MUSTBUY does not guarantee that members will comply with any contractual obligations they may have with one another.

### **6.2 Content of the Contract**

#### **a) Conditions of the Seller**

The content of the concluded contract is determined by the product description listed by the seller (including supplements such as seller information published by the seller in the "Questions and Answers" function) and the terms and conditions set by the seller as they were apparent on the offer webpage at the time of the successful sale, as well as any agreements between the parties prior to the conclusion of the contract. The Seller is obligated to grant the Buyer possession and unencumbered ownership of the item, free from third-party rights, in exchange for payment of the purchase price. Exclusions of liability in this respect are not permitted.

Inadmissible and therefore not part of the contract is a passing on of MUSTBUY fees by the seller to the buyer.

The purchase price is always inclusive of any value-added tax unless the seller delivers the goods directly from abroad. In this case, however, the seller is obliged to clearly indicate all additional costs incurred, such as VAT, customs duty, etc.

#### **b) Product Description**

The product description is part of the contract, i.e. the seller warrants that the product has the characteristics described.

If certain information is not to constitute a warranty, the seller shall clearly and unambiguously state this.

#### **c) Content in the Absence of Deviating Seller Conditions for Purchases of Goods**

If at the time of selling, no deviating terms and conditions or no clearly different product description of the seller apply and the parties have not agreed otherwise, the following content of the contract shall apply to purchases of goods:

The Seller shall be liable for material defects, i.e. for defects not described, which significantly impair the value or use of the item for its intended use. In particular, in the absence of a clear description to the contrary, the seller is liable for the functionality of a sold device.

The risk of loss of the product shall pass to the buyer upon its abandonment for shipment or upon its transfer to the buyer.

A possible recycling fee is included in the purchase price, i.e. not to be paid additionally by

the buyer. Swiss law shall apply to all disputes between the contracting parties in connection with the offer, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

## **6.3 Contract Execution**

### **a) General**

Both parties to the contract are obliged to fulfill their obligations under the purchase contract in full and on time.

Unlike in the states of the EU, there is (still) no right of withdrawal for the consumer in Switzerland. The execution of the contract is the responsibility of the parties; the fulfillment (settlement) of the transaction is governed by the respective terms of the contract. This also applies in particular to the due date of the individual contractual performances (i.e. to the point in time from which the actual performance can be demanded and also enforced in court). If the offer does not contain any rules in this respect and the parties have not agreed otherwise among themselves, the following letters b) shall apply:

### **b) Communication**

Each party shall communicate to the other, within 7 calendar days from the conclusion of the contract, such information as the other party may require in order to perform the contract. If a party lacks information about the other party, which is necessary for the fulfillment of the contract, it is also obliged within 7 days from the conclusion of the contract to inquire about this at least twice by e-mail and once by telephone. If these inquiries remain unsuccessful, the inquiring party is entitled to withdraw from the contract after the expiration of the 7 calendar days from the conclusion of the contract.

### **c) Due Date**

The contractual service owed shall be rendered completely and properly within 14 days at the latest from receipt of the information required for performance (cf. Communication). After receipt of the corresponding performance, the other party shall, in turn, provide the owed counter-performance completely and properly within 14 days at the latest.

## **6.4 Withdrawal**

If a member does not provide his due service despite being requested to do so, his contractual partner shall be entitled to withdraw from the contract and, for his part, to demand the return of any services already provided. This shall not apply if the contractual partner itself has thwarted the performance of the service (e.g. the contractual partner did not appear at the agreed handover meeting or did not provide the member with its bank details despite being requested to do so).

## **6.5 Product Defect**

If a product has a defect not mentioned in the offer description, which significantly reduces or eliminates the value or suitability of the product for the intended use, then the Buyer shall notify the Seller thereof within 14 calendar days after delivery of the Product in order to request rectification of the defect at the Seller's expense. The same applies if the product lacks a feature that was mentioned in the offer description. The buyer must be responsible for bringing the product to the appropriate service point of the seller or sending it at his own

expense.

Further warranty or guarantee rights such as cancellation, reduction, or replacement are excluded. Other agreements between seller and buyer remain reserved. If the product defect has been caused by the courier service or postal service, the buyer must well document the defect by taking several photos of the damaged item, and report it to the courier service or postal service, to request the payout of the insured value of the sent product.

## **7 Mobile Devices**

MUSTBUY may enable its members to access offers and contents of the MUSTBUY websites as well as to place sales offers or conclude contracts through mobile devices. MUSTBUY reserves the right, however, to exclude certain content, services, and functionalities that are only available on mobile devices.

MUSTBUY websites are displayed.

MUSTBUY provides its members with special programs for mobile access to the MUSTBUY websites (e.g. iPhone apps), the use of which is dependent on the agreement to separate terms of use or license conditions.

MUSTBUY has the right to technically edit, prepare and adapt offers and contents of members in such a way that they can also be displayed on mobile devices. Members are aware that the display of offers on mobile devices may differ from the display on the website. Nevertheless, members remain bound to their sales submission or a contract conclusion via mobile end device in the same way as if they had submitted the sales offer or concluded the contract via the website.

## **8 Data Protection**

MUSTBUY processes personal data collected from members in accordance with the Privacy Policy.

## **9 Transfer of Rights and Obligations to Third Parties**

MUSTBUY reserves the right to transfer some or all of the rights and obligations arising from these GTC to a third party or to have them exercised by a third party.

The membership and all rights and obligations of the current or former member towards MUSTBUY cannot be transferred by the member.

## **10 Disclaimers MUSTBUY**

### **10.1 General**

MUSTBUY shall only be liable for direct damages caused by MUSTBUY's own intentional or grossly negligent act. Any liability of MUSTBUY for direct damages in case of slight negligence - irrespective of the legal ground - is expressly excluded, subject to mandatory legal provisions. Any liability of MUSTBUY for indirect or consequential damages - for whatever legal reason - is fully and expressly excluded.



## **10.2 Technical Failures and Maintenance**

MUSTBUY shall only be liable for temporary unavailability of the Website, failure of any or all Website functions, or malfunctions of the Website/marketplace caused by gross negligence or intentional misconduct.

In particular, MUSTBUY shall not be liable in case of slight negligence for technical problems due to which offers are not accepted or are processed late or incorrectly. In particular, MUSTBUY does not warrant that the system clock time is in accordance with an officially established time. MUSTBUY's website may be unavailable due to maintenance work or other reasons, without the user or member being entitled to any claims against MUSTBUY.

## **10.3 Content and Offers**

MUSTBUY is not obligated to check the offers, ratings, and other information published by members on the marketplace and in particular assumes no responsibility for:

- the truthful and otherwise correct arrangement of offers
- the quality, safety, legality, or availability of products offered
- the ability, authority, and will of the individual member with regard to the offering, purchasing, delivery, payment, or other contract performance
- the correctness of translations when using the automatic translation function.

## **10.4 Members and Third Parties**

In particular, MUSTBUY shall not be liable for any damage caused to members or third parties by the conduct of other members or third parties in connection with the use or misuse of the marketplace.

## **10.5 Linked Websites**

MUSTBUY does not warrant the timeliness, accuracy, legality, completeness, or quality of the content of websites accessible via links on the MUSTBUY websites and disclaims any liability in this regard.

## **11 Indemnification**

If other members, users, or third parties assert claims against MUSTBUY due to infringement of their rights by offers or content published by a member or due to other use of the MUSTBUY web pages by members or users, such member or user shall indemnify MUSTBUY all claims and shall also bear the costs of MUSTBUY's legal defense (including court and attorney's fees).

## **12 Severability Clause**

Should any provision of these GTC be invalid and/or ineffective in whole or in part, the validity and/or effectiveness of the remaining provisions or parts of such provisions shall not be affected. The invalid and/or ineffective provisions shall be replaced by such provisions

that come as close as possible to the sense and purpose of the invalid and/or ineffective provisions in a legally effective manner. The same shall apply in the event of any loopholes in the provisions.

### **13 Applicable Law and Place of Jurisdiction**

All disputes arising in connection with this GTC between MUSTBUY and a (current or former) member shall be governed by Swiss law.

*The place of jurisdiction is Sissach, Switzerland unless otherwise provided by law.*

## 1 Overview

MUSTBUY is committed to trading in genuine products and combating counterfeiting and other intellectual property infringement using the guidelines below.

Counterfeiting harms the unsuspecting consumer, jeopardizes jobs and sometimes even the safety or health of the consumer. MUSTBUY is, therefore, a member of Stop Piracy and maintains cooperation with owners of trademarks, designs, copyrights, and patents.

In many cases, counterfeits can only be recognized with profound specialist knowledge. For this reason, and due to the large number of current offers, MUSTBUY is hardly in a position to independently identify all counterfeits and remove them from the website.

In order to efficiently prevent infringements, MUSTBUY invites rights holders to cooperate within the framework of IPCop (Intellectual Property Co-Operation Programme).

## 2 IPCop guidelines

MUSTBUY adheres to the following guidelines when dealing with third-party intellectual property:

1. The marketplace is continuously and automatically searched for suspicious terms such as “piracy” or “piracy”
2. The corresponding results of the automatic search are individually checked by experienced employees checked for legal violations; Offers that must be assumed to have violated Swiss law will be deleted.
3. Rights holders will be provided with a special email address. Reports sent to this e-mail address using the form are sent directly to the department responsible for reviewing and deleting offers.
4. All reports received via the appropriate form will be given priority. The relevant department is staffed between 8:00 a.m. and 5:00 p.m. (local time) on weekdays and processes reports from rights holders. The deletion and/or feedback to the rights holder takes place on working days within a few hours.
5. MUSTBUY ensures that the department entrusted with combating intellectual property infringements has sufficient human resources at its disposal at all times and that the staff is instructed accordingly in order to process complaints competently, promptly and efficiently.
6. MUSTBUY ensures that the employees responsible for combating intellectual property infringements process complaints consistently and are familiar with the question of which specific information must be obtained from the rights holder and/or the provider in each case in order to make a deletion decision.
7. MUSTBUY ensures that all offers that have been the subject of a complaint and that can be judged to be unlawful with sufficient certainty under Swiss law are deleted. If the complaint does not make such an assessment appear sufficiently plausible, the rights holder and/or - if this appears necessary - the provider will be asked to provide additional relevant information as soon as possible.

8. MUSTBUY checks each member's registration by posting an activation code or a similarly reliable method.

9. MUSTBUY keeps an incident log for each member account and takes all reasonable precautions to prevent permanently blocked members from gaining access to the platform again.

10. MUSTBUY informs the provider of a contested and subsequently deleted offer of the reason for deletion and expressly points out the violation of the prohibition and the guidelines applicable to MUSTBUY (in particular regarding the sanctioning of offending members).

11. MUSTBUY sanctions third-party intellectual property infringement following policies on account suspension and member exclusion. Violation of intellectual property in bad faith will result in the suspension of the member's account.

### **3 What is allowed and what is forbidden?**

#### **3.1 Permitted is**

- the sale of any kind of goods which the trademark or design owner put on the market abroad and then imported into Switzerland (so-called parallel import). An exception applies in part to patent-protected goods, see below.
- the photographic representation of a trademark affixed to the product sold provided it is an original.
- the mention of the brand of the product being offered in the title and description of the offer.
- the use of self-created photographs and self-created descriptions of the product offered.
- the use of third-party illustrations or texts, provided that the provider has previously obtained demonstrable permission from the author.
- the offering (and purchase) of so-called OEM software ("original equipment manufacturer software"), which was sold by the manufacturer or its sales partner solely as a "bundle", i.e. as a package that belongs together. The software originally included in the bundle may be offered separately on MUSTBUY, i.e. independently of the hardware originally purchased.

#### **3.2 It is forbidden**

- to offer counterfeits (also called "fake", "replica" or "counterfeit" and similar items) on MUSTBUY. This means goods that falsely give the impression of being original, i.e. made by the proprietor of the specified trademark or the proprietor of the counterfeit design. Whether the goods are declared counterfeit or otherwise recognizable is irrelevant.
- to advertise goods by naming brand names, although the goods offered were neither manufactured by the brand mentioned nor have a close functional connection with the brand (e.g. the statement "case for camera model xxx of brand yyy" is permissible). In particular, an application based on a brand is prohibited, e.g. "similar to the famous [Brand XXX] watch" or a comparative application, e.g. "better than soccer shoes from [Brand XXX]"
- to advertise an offer with the help of texts, photographs or other images without being the author of this content or having received permission to use it from the author.
- to offer goods protected by patents in Switzerland which were imported into Switzerland without the consent of the patent owner, unless the goods come from the European Economic Area (EEA) and were placed on the market there with the consent of the patent owner.

## **4 Information for providers**

### **4.1 Intellectual property - legal overview**

"Intellectual property", "intellectual property rights" or "intellectual property" are collective terms for the following types of rights:

#### **4 a) Trademarks**

A trademark is a sign that is suitable for goods or services of a company from such other companies. Trademarks can be words, letters, numbers, pictorial representations, three-dimensional shapes or combinations of such elements with each other or with colors. Only trademarks registered in the trademark register enjoy protection.

Registered trademarks may not be used by third parties without the consent of the owner. Third parties are therefore not allowed to affix the sign to goods, offer or market goods under the sign or use the sign on business papers, in advertising or in any other way in commercial transactions. An exception applies to original goods: goods that were originally placed on the market by the trademark owner himself may be resold if the trademark is named.

Example of a brand: the famous Coca-Cola lettering.

#### **b) Copyright**

All texts, photographs, other pictorial representations and acoustic works that are to be regarded as intellectual creations of an individual character are subject to copyright protection. They may only be used by third parties with the permission of the author.

This applies in particular to texts and images that can be found on the Internet.

#### **c) Design**

The Design Act protects designs of products or parts of products that are characterized by the arrangement of lines, surfaces, contours or colors or by the material used as a design. For example, fashion items such as handbags or sports equipment can be subject to this protection.

#### **d) Patents**

A patent can be granted on application for a new industrially applicable invention. The patented invention may not be used by third parties during the protection period of the patent (20 years) without the consent of the owner. For example, patents may relate to the spray head design of a paint gun.

### **4.2 Counterfeiting and piracy**

#### **4.2.1 Counterfeiting**

A counterfeit is an object that has been designed in violation of protected trademarks, designs, indications of source or patents in such a way that its appearance or its functionality largely or entirely corresponds to the product of the right holder serving as a model.

So-called imitations, plagiarism, imitations, "fakes", "counterfeits" and "replica" also fall under the term of forgery defined in this way.

## **4.2.2 Piracy**

Piracy is the unauthorized copying of works and services that are protected by copyright or related property rights. A copy created in this way is also referred to as a pirated copy.

## **4.3 Bundle software (OEM software)**

So-called OEM software ("original equipment manufacturer software") is sometimes distributed by the manufacturer or its sales partner solely as a "bundle", i.e. as a package that belongs together. The software that originally belonged to a bundle may be offered and sold separately on MUSTBUY, i.e. independently of the hardware originally purchased, because the copyright exploitation protection is exhausted with the first placing on the market or sale of the work copy.

Art. 12 Para. 2 of the Swiss Copyright Act reads: "If an author has sold a computer program or has consented to the sale, this may be used or resold."

In rare cases, the resale of software purchased in a bundle by the purchaser violates his contractual obligations towards the first distributor. However, contractual ties between a company and the first-time buyer supplied by it only apply between the contracting parties and therefore have no influence on the admissibility of offers on MUSTBUY.

## **4.4 Statutory penalties and data release**

### **Statutory Penalties**

In addition to claims for damages and injunctive relief, the Copyright Act, the Trademark Act, the Design Act and the Patent Act provide for penalties of up to one year imprisonment or a fine for violations of rights.

### **Data release**

MUSTBUY may be obliged by law and official orders to release the data of a member who has infringed the intellectual property of a third party.

## **4.5 Sanctions on MUSTBUY**

Offers that violate intellectual property of third parties according to Swiss law are prohibited on MUSTBUY. MUSTBUY sanctions violations of intellectual property in detail according to the following guidelines: 1. Every offer that MUSTBUY becomes aware of which is reasonably certain to be infringing will be deleted. The provider will be informed of the reason for deletion and expressly pointed out the relevant prohibitions.

### **2.**

a) The provider will be blocked if there is sufficient certainty that he has violated the intellectual property of third parties with one or more offers and was either commercially active or there are other indications that he did not commit the infringement in good faith.

b) The provider will be blocked regardless of his good faith if one of his offers is deleted for the third time due to an infringement of intellectual property and there were at least 24 hours between the individual deletions.

At the latest, the third suspension of the offending member is definitive, i.e. the member is excluded from using the MUSTBUY marketplace for an indefinite period. However, a definitive ban can already be imposed before the third ban.

## **5 Information for rights holders**

As an intellectual property holder, what can you expect from the MUSTBUY?

MUSTBUY adheres to the following guidelines when dealing with the intellectual property of third parties:

MUSTBUY checks and deletes all offers reported using a sufficiently completed form, which can be assumed with sufficient certainty that they violate intellectual property rights according to Swiss law. The form requests the information MUSTBUY needs to process your complaint quickly and reliably.

If the information provided by the rights holder is not sufficient to make an infringement appear sufficiently certain, MUSTBUY will contact the rights holder and/or (if deemed necessary) the provider to request further information.

## **6 Report infringing listing**

Spotted a fake or pirated copy? Has a member used your copyrighted artwork? Please report counterfeiting or other violations of your trademarks, copyrights, design rights or patents to us. do this, please email us: [support@mustbuy.ch](mailto:support@mustbuy.ch)

# Mobile Services Usage and License Agreement

These terms of use and license of Mustbuy -*INTENSE LUMINOSITY GmbH* Company Number: CHE-218.641.837 Heileteweg 4 4450 Sissach, Switzerland (hereinafter "mustbuy.ch") regulate the rights and obligations of persons ("User "), who use the mustbuy.ch app ("application") and through the application access the website "www.mustbuy.ch", including all subdomains of mustbuy.ch and the services offered there ("mustbuy.ch website"), received.

By purchasing, downloading or using this application, the user agrees to the following provisions:

## A. License

- Mustbuy.ch grants the user a non-exclusive and non-transferable license to use the application for a limited time and place. The user may not pass on, cede or sublicense this right or the application to third parties in any form for use, whether for a fee or free of charge.

## B. Access to the mustbuy.ch website and participation in the marketplace

- The application enables the user to access the mustbuy.ch website and participate in the marketplace there. The general terms and conditions and the data protection declaration of mustbuy.ch ("Provisions") apply to this access and this participation. The user agrees to these terms and undertakes to use the application only for the purposes of and in accordance with these terms.
- A prerequisite for offering and purchasing products on mustbuy.ch, for using associated website functions and for using password-protected areas of the mustbuy.ch website (in particular a personal account) is membership of mustbuy.ch as a registered user.
- Mustbuy.ch expressly points out to the user that the application only allows limited access and that only some of the content, services and functionalities of the mustbuy.ch website are available via the application.
- The user is aware and accepts that the presentation of the offers through the application can differ from those on the mustbuy.ch website. Nevertheless, the user remains bound to submitting a bid or concluding a contract via the application in the same way as if he had submitted a bid or concluded a contract via the website.



## **C. Intellectual Property Rights**

- All property rights to the application, in particular copyright and all property rights resulting from trademark and competition law, remain unrestrictedly with mustbuy.ch. If the application is changed, all property rights to the entire application including the changes remain with mustbuy.ch.
- The user is prohibited from examining the application and its functionality through reverse engineering, from intervening in the application or from changing, expanding, decompiling, disassembling the application or otherwise creating the source code from the object code.

## **D. Warranty and exclusion of liability**

- Any warranty for this application is excluded. However, mustbuy.ch can provide free updates for the application at certain intervals if it deems this necessary.
- Mustbuy.ch fully and expressly excludes any liability for damage arising from the use of this application – for whatever legal reason and subject to mandatory statutory provisions.

## **E. Final provisions**

- Should individual provisions of these terms of use and license be void and/or ineffective in whole or in part, the validity and/or effectiveness of the remaining provisions or parts of such provisions shall remain unaffected.
- The invalid and/or ineffective provisions will be replaced by provisions that come as close as possible to the meaning and purpose of the invalid and/or ineffective provisions in a legally effective manner. The same applies to any loopholes in the regulation.
- All disputes between mustbuy.ch and a user of the application in connection with the present terms of use and license are subject to Swiss law. Place of jurisdiction is Sissach, Switzerland.

# Principles in the Event of System Failures on the mustbuy Platforms

We work with the greatest possible care and strive to guarantee the functionality of mustbuy.ch. Nevertheless, system failures can unfortunately never be completely ruled out. In the event of a malfunction, the failure principles described below apply.

## When does a system failure occur?

A system failure occurs when, due to an unforeseen system malfunction, searching, bidding and buying on mustbuy.ch is no longer possible or severely restricted.

Fee credits or offer extensions are only granted for a system failure. It is at the discretion of mustbuy.ch whether two system failures that occur shortly after one another are rated as one failure.

## What happens to the offer times during the system failure?

- Ending offers are extended as follows:
- Failure of 15 minutes or less / extension by 1 hour: Offers that would have ended during the time of the failure are extended by one hour. This also applies to offers that would have ended up to an hour after the failure. All other offers expire at the normal time set by the seller.
- Failure of more than 15 minutes / extension by 24 hours:
- Offers that would have ended during the time of the failure will be extended by 24 hours. This also applies to offers that would have ended up to an hour after the failure. All other offers expire at the normal time set by the seller.
- Offers that ended before a system failure or started during the failure (this also applies to reactivations) will not be extended.

## Where can I find more information about the system failure?

During a system failure, you can find information on our social media accounts. There we will inform you about the current problems and the corresponding measures.

# Seller Protection

## 1. What is the purpose of seller protection?

Mustbuy seller protection, pursuing the goal of eliminating or at least reducing the damage suffered by a seller from an unsatisfactory transaction. On the other hand, the platform is to be made even more secure by consistently blocking offending buyers.

## 2. Which cases are not covered?

Seller Protection does not cover the following cases:

- You, the seller, can prove that you sent the item and the item was either damaged in transit or lost. This case must be covered by the respective transport insurance.
- Deliveries by regular mail are not covered.
- Offers in which the payment-delivery modality is not carried out in accordance with the conditions defined by the seller in the offer are excluded from seller protection. This also applies to subsequent agreements between seller and buyer regarding a change in payment and delivery conditions (e.g. partial payments) and also if amicable changes to the contract can be proven in writing.
- Admission tickets to events are generally excluded from seller protection.
- Offers with the payment and delivery modality "cash payment; collection by buyer" are excluded from seller protection, as the seller only hands over the item to the buyer after payment.

## 3. Requirements

Mustbuy's seller protection only applies to transactions in connection with auctions or fixed-price offers (not for classified ads). All sellers are covered by our seller protection if the following requirements are met:

- The offer corresponds to the general terms and conditions of mustbuy and the product was sold on mustbuy.
- You are a member of mustbuy and your user account is not blocked.
- You can prove your delivery with an official shipping receipt (e.g. postal receipt with Track & Trace number).

## 4. When can an application be submitted?

In the first step, both parties must take the necessary steps according to our general terms and conditions so that the transaction can be properly processed. We only accept after 7 days after the buyer receives the products.

## 5. How is an application filled out?

You can send an application for seller protection by e-mail to [support@mustbuy.ch](mailto:support@mustbuy.ch). Please

enclose the following with the application:

- All Communication via email
- Proof of Postage details
- Protection Benefit
- Your account (for payment of Seller)

If an application is not completed within 60 days of submission, mustbuy will automatically reject the application. It is then no longer possible to edit it again.

The applicant must ensure that the correct account details are on file in the event of a withdrawal. mustbuy assumes no liability in the event of incorrect information. In such a case, mustbuy is not obliged to make a new payment.

## **6. Severability Clause**

Should individual provisions of these seller protection regulations be void and/or ineffective in whole or in part, the validity and/or effectiveness of the remaining provisions or parts of such provisions shall remain unaffected. The invalid and/or ineffective provisions will be replaced by one that comes closest to the meaning and purpose of the invalid and/or ineffective provision in a legally effective manner. The same applies to any loopholes in the regulation.

Mustbuy is not obliged to point out the possibility of seller protection to its members.

Mustbuy assumes no liability for incorrectly transmitted data. If the party at fault accepts the repayment of the amount paid out, the applicant is obliged to repay the amount to mustbuy.

The rejection of a seller protection application by mustbuy due to a breach of the General Terms and Conditions or the provisions of seller protection is final. Any legal recourse in this regard is excluded.

# **Usage and License Agreement for Mobile Services**

Version dated January 11, 2022

These usage and license conditions of **MUSTBUY, INTENSE LUMINOSITY GmbH**  
Company Number: CHE-218.641.837 Heiletenweg 4 4450 Sissach, Switzerland (hereinafter  
"mustbuy.ch") regulate the rights and obligations of persons ("User "), Which use the  
mustbuy.ch app (" application ") and access the website" www.mustbuy.ch ", including all  
subdomains of mustbuy.ch and the services offered there (" mustbuy.ch Website ").

By purchasing, downloading, or using this application, the user declares his / her consent to  
the following provisions:

## **A. License**

A1. mustbuy.ch grants the user a non-exclusive and non-transferable license to use the  
application for a limited time and place. The user may not pass this right or the application  
on to third parties for use in any form, whether in return for payment or free of charge or  
license it further.

## **B. Access to the mustbuy.ch Website and Participation in the Marketplace**

B1. The application enables the user to access the mustbuy.ch website and participate in  
the marketplace there. The General Terms and Conditions and the data protection  
declaration of mustbuy.ch ("Regulations") apply to this access and participation. The user  
declares himself in agreement with these provisions and undertakes to use the application  
only in accordance with and in accordance with these provisions.

The provisions can be viewed in the TOC on this website

B2. The prerequisite for offering and purchasing products on mustbuy.ch, for using related  
website functions, and for using password-protected areas of the mustbuy.ch website  
(especially a personal account) is membership with mustbuy.ch as a registered user.

B3. mustbuy.ch expressly advises the user that the application only allows restricted access  
and that only part of the content, services, and functionalities of the mustbuy.ch website are  
available via the application.

B4. The user is aware and accepts that the presentation of the offers may differ from that on  
the mustbuy.ch website due to the application. Nonetheless, the user remains bound to his  
bid or the conclusion of a contract using the application in the same way as if he had made  
the bid or the contract via the website.

## **C Intellectual Property Rights**

C1. All property rights to the application, in particular copyright and all property rights arising  
from trademark and competition law, remain with mustbuy.ch without restriction. If the  
application is changed, all property rights to the entire application, including the changes,  
remain with mustbuy.ch.

C2. The user is prohibited from investigating the application and its functionality through  
reverse engineering, intervening in the application or changing, expanding, decompiling,  
disassembling the application, or otherwise producing the source code from the object code.

## **D Warranty and Exclusion of Liability**

D1. Any warranty for this application is excluded. However, mustbuy.ch can provide free updates for the application at certain intervals if it deems this to be necessary.

D2. mustbuy.ch fully and expressly excludes liability for damage resulting from the use of this application - regardless of the legal reason and subject to mandatory statutory provisions.

## **E Final Provisions**

E1. Should individual provisions of these terms and conditions of use and license be wholly or partially void and/or ineffective, the validity and/or effectiveness of the remaining provisions or parts of such provisions shall remain unaffected.

The invalid and/or ineffective provisions will be replaced by those that come closest to the meaning and purpose of the invalid and/or ineffective provisions in a legally effective manner. The same applies to any gaps in the regulation.

E2. All disputes in connection with these terms of use and license between mustbuy.ch and a user of the application are subject to Swiss law. The place of jurisdiction is Sissach, Switzerland.

# What are the fees at MUSTBUY?

Thanks to its strong brand, MUSTBUY offers a wide range, a continuously optimized platform, and comprehensive protection for buyers and sellers. Please see the link for stripe payment pricing: <https://stripe.com/connect/pricing>

## Overview of the applicable fees (valid for all sellers and categories):

<b>Setting &amp; publishing offers:</b> Free!	
<b>Success commission:</b> (only with successful sale)	6% of the sales price  (min.CHF 0.10, max.CHF 190.-)
<b>Offer boosts</b> None	

## I haven't sold the item after all, how do I cancel the charges?

### Did a sale fail?

The success commission can be reimbursed on request if the buyer does not pay the purchase price, but you as the seller have fulfilled your obligations (multiple contacts, transmission of the necessary payment information).

[Submit your refund request now](#)