



# T&Cs - Landing Page

Last Updated: 17.12.2025

## 1. Imprint / Legal Notice

**Operator:** This website and platform ("HIVE888") is operated by PTGR AG, a Swiss stock corporation (Aktiengesellschaft) registered in the Canton of Zug, Switzerland. PTGR AG's registered business address is Ibelweg 18a, CH-6300 Zug, Switzerland.

**Contact Details:** You can reach PTGR AG at Email: [contact@hive888.org](mailto:contact@hive888.org) and Telephone: +41 78 218 44 72. For any inquiries or legal notices, please contact us at the above address or email.

**Corporate Information:** PTGR AG is registered in the Commercial Register of the Canton of Zug under the UID CHE-380.040.516. PTGR AG is represented by its authorized director (Dr. Pan Theo Grosse-Ruyken).

## 2. General Terms and Conditions (T&Cs)

### 2.1 Acceptance of the Terms

By registering for a HIVE888 account, accessing or using the HIVE888 website and user dashboard, or otherwise using any services provided by PTGR AG through the HIVE888 platform (collectively, the "Services"), you (the "User") agree to be bound by these General Terms and Conditions ("Terms" or "T&Cs"). These Terms constitute a legally binding agreement between you and PTGR AG ("PTGR", "we", or "the Operator"). If you do not agree with these Terms, you must not create an account or use our Services.

Users will be required to indicate acceptance of these Terms, for example by checking an "I agree to the Terms and Conditions" box during account registration or checkout, prior to using certain Services. By accepting these Terms, you also agree to the Privacy Policy, Cookie Policy, and any additional terms and policies referenced herein or presented to you (collectively, the "Agreement"). If you are using the platform on behalf of a company or other entity, you represent that you have authority to bind that entity to this Agreement, in which case "you" refers to that entity as well as the individual user.

Please read these Terms carefully before using HIVE888. We recommend that you print or save a local copy of these Terms for your records. PTGR may update these Terms as described in Section 9 (Version Control and Updates); continued use of the Services after an update signifies your acceptance of the revised Terms.

### 2.2 Scope of Services and Platform Description

HIVE888 is a multifaceted online platform designed to foster collaboration, innovation, and learning. The platform includes a public-facing landing site (providing general information and promotional content) and a members-only dashboard area accessible via user accounts. PTGR AG provides various services through HIVE888, which include:



- **Talent Pool:** A professional networking and recruitment hub where Users can create personal profiles showcasing their talents, skills, and experience. Users may choose to make their Talent Pool profile public (visible to anyone) or only accessible to registered business users. Companies and recruiters can browse the Talent Pool (subject to any applicable privacy settings) to identify potential candidates for job opportunities, collaborations, or projects. Users in the Talent Pool can be contacted by businesses through the platform for recruitment or networking purposes.
- **Project Pool:** A space for posting and discovering projects. Users (typically entrepreneurs, startups, or project leaders) can post project listings including descriptions, goals, and needs (such as seeking funding, mentorship, or partners). Other Users can view these projects and may apply to join, mentor, or invest (outside the platform) in the projects. The Project Pool also serves as a marketplace for products and services: Users or third-party sellers can list products (physical or digital) and services for sale to the community. This includes the ability to post funding opportunities or calls for mentorship. Transactions for marketplace listings can occur through the platform's e-commerce system (see Marketplace Terms in Section 5.2).
- **Academy888:** An online learning portal offering educational programs and content. Academy888 provides paid and discounted online courses, training programs, webinars, and other educational content. Some content is created and offered by PTGR AG (or its affiliates), and in the future, we may allow third-party instructors or content creators to offer courses through the platform. Academy888 may include features for content creators to upload and sell their educational materials (subject to Academy-specific terms). Users can enroll in courses (single purchase or potentially via subscription plans if introduced), access course materials through their account, and interact with instructors or other learners. (See Product-Specific Terms in Section 5.1 for more details on Academy888 terms).
- **Calendar & Events:** Tools for scheduling and discovering events, webinars, community meet-ups, and other activities associated with HIVE888. Users can use the Calendar to keep track of upcoming program sessions (for example, Academy888 live webinars), community events, or deadlines (like project application deadlines). PTGR or community managers may post events (physical or virtual) which users can RSVP to or add to their calendar.
- **Communities & Forums:** Interactive community spaces where Users can join groups, participate in discussions, share content, and form communities of interest (e.g., by industry, skill, or region). Community features include discussion forums, ability to post articles or updates, comment on posts, and messaging between users. All user conduct in these areas is subject to our Platform Rules (see Section 8).
- **Profile Dashboard:** Each User has a personal dashboard that includes profile management (where you can update your information, privacy settings, and preferences), an overview of your activity (projects you posted, courses enrolled in, events registered, etc.), and wallet information (if applicable). The PTGR Wallet refers to either a digital wallet feature for handling cryptocurrency or tokens on the platform, or a physical product offered by PTGR (context suggests possibly a physical crypto storage



device). Terms related to any wallet usage are provided in the E-Commerce Terms or specific product terms as needed.

- Other Features: HIVE888 may introduce additional features such as subscription memberships (premium account tiers), integration with third-party tools, referral programs, or other services. Any new features will be governed by these Terms and possibly additional terms that will be communicated at launch.

PTGR AG acts as the platform operator providing the technical infrastructure and baseline rules for the above services. Specific sections of the platform (like the Marketplace and Academy) have additional terms which complement these general T&Cs. In the event of a conflict between these general Terms and any product-specific terms (Sections 5.1 and 5.2) or e-commerce terms (Section 6), the specific terms for that service will take precedence for matters related to that service.

## **2.3 Eligibility and Account Registration**

### **2.3.1 User Eligibility**

The HIVE888 platform is intended for use by individuals who are at least 18 years old (or the age of legal majority in your country) and by duly organized businesses or organizations. By registering an account, you represent and warrant that you meet the age requirement and have the legal capacity to enter into this Agreement. If you are registering on behalf of a company or organization, you further represent that you are authorized to bind that entity to these Terms. Use of the platform by anyone under 16 years of age is strictly prohibited. If you are 16 or 17 (or a minor under the laws of your jurisdiction), you may use the platform only with the involvement and consent of a parent or legal guardian, who must supervise and agree to these Terms on your behalf; however, certain features (such as transactions or publishing content) may still be restricted to adult users.

### **2.3.2 Account Creation**

To access the user dashboard and certain Services, you must create an account by providing required information, which typically includes your name, a valid email address, and a password. You agree to provide truthful, accurate, and complete information during registration and to keep your account information updated. Multiple accounts per individual are not permitted without our express consent. You must not impersonate anyone or use another person's email or contact information for registration. PTGR reserves the right to decline registration or cancel accounts that violate these rules or if we suspect fraudulent or unauthorized activity.

### **2.3.3 Account Security**

You are responsible for maintaining the confidentiality of your account login credentials. Do not share your password with others. While we implement security measures to protect accounts, PTGR AG is not liable for any loss or damage arising from unauthorized access resulting from your failure to secure your credentials. You are responsible for all activities that occur under



your account (except those resulting directly from our security failings). We may require you to reset your password or use additional verification (such as two-factor authentication) if we detect suspicious activity.

### **2.3.4 Account Types**

We may offer different types of accounts or user roles with varying permissions. For instance, “Talent” accounts for individual professionals, “Business” accounts for companies, “Content Creator” accounts for those offering courses, etc. The features available to you depend on your account type and any subscriptions or services you have signed up for. Regardless of type, all accounts must adhere to these Terms and relevant policies.

### **2.3.5 Account Termination by You**

You may terminate your account at any time if you no longer wish to use the Services. You can do so by using the account settings (if available) or by contacting support. Account termination will be governed by Section 4.10 below (Termination).

## **2.4 User Obligations and Conduct**

By using HIVE888, you agree to use the platform responsibly and in compliance with all applicable laws and these Terms. You further agree to abide by any Platform Rules or community guidelines we publish (see Section 8). We expect all users to contribute to a respectful, safe, and lawful online environment. User obligations include, but are not limited to, the following:

### **2.4.1 Lawful Use**

You shall not use the platform for any illegal purpose or in violation of any local, national, or international laws. This includes not engaging in fraud, money laundering, terrorist activity, or other unlawful financial transactions on the platform.

### **2.4.2 Respect for Others**

Treat other users with respect. Do not harass, bully, or defame others. Avoid discriminatory or hate speech, and do not incite violence or hatred against any person or group.

### **2.4.3 No Harmful Content**

You must not upload, post, or share any content that is illegal, harmful, or violates any rights. Prohibited content includes but is not limited to: content that is defamatory, obscene, pornographic (no sexually explicit material, especially not involving minors), threatening, or encouraging of violence or self-harm; malware or viruses; and content that infringes intellectual property rights or privacy rights of others.

### **2.4.4 Intellectual Property Compliance**

Do not post content (including text, images, video, code, etc.) that you do not have the right to use. This means you should only upload content you created yourself, or content for which you



have obtained the necessary rights or permissions. Respect third-party copyrights, trademarks, and other proprietary rights. For example, if you upload a photo or an educational material, you must either own it or have the license to use it on our platform.

#### **2.4.5 No Spam or Abuse of Platform**

You shall not use the platform to distribute unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages. Additionally, do not scrape, data-mine, or use any automated system (like bots or crawlers) to access the platform for any purpose without our express permission. You must not attempt to interfere with the proper working of the platform, for example by attempting to bypass security measures, overload servers, or introduce code that disrupts or surveils the Services.

#### **2.4.6 Accuracy of Information**

If you post any information (such as a project listing, product description, or personal profile details), you must ensure that such information is true, accurate, and not misleading. For instance, if you list a project looking for funding, the description should be honest and realistic. If you create a Talent Pool profile or business profile, do not falsify your credentials or impersonate another person or company.

#### **2.4.7 Use of Marketplace**

If you participate in the marketplace (either as a buyer or seller), you agree to comply with the Marketplace Terms in Section 5.2. Sellers are responsible for ensuring that their products or services comply with all applicable laws and that they have the rights to sell them. Buyers must use purchased items only in legal ways and respect any license conditions of digital goods.

#### **2.4.8 Use of Academy888**

If you enroll in courses or use Academy888 content, you agree to use that content for your personal learning purposes only and not to redistribute or copy it except as allowed. If you are an instructor or content creator on Academy888, you must follow the Academy888 Terms (Section 5.1), including ensuring your content is lawful and either your original work or properly licensed.

#### **2.4.9 Payments and Financial Integrity**

You agree to pay for any services, courses, or products you order through the platform, and to use only valid payment methods. You will not attempt to fraudulently chargeback or evade payment. If you use cryptocurrencies, you are responsible for using the correct wallet addresses and understanding the volatility and irreversible nature of crypto transactions. You also agree not to use the platform for unauthorized fundraising or investment solicitation not permitted by law.



#### **2.4.10 Compliance with Export and Sanctions**

If applicable, you will not use or access the platform if you are in a country or on a list that is embargoed by Switzerland, the EU, or other relevant government, or if you are on any sanctions list (e.g., OFAC list of the US). If exporting or importing any product from the marketplace, you will comply with export control laws.

#### **2.4.11 Community and Event Conduct**

When participating in any offline events, meetups, or webinars organized through HIVE888, you agree to conduct yourself professionally and abide by any code of conduct provided for those events. This includes respecting the venue rules and the rights of other participants.

#### **2.4.12 Consequences of Breach**

Violation of any of the above obligations or any other aspect of these Terms may result in immediate suspension or termination of your account (Section 4.10), removal of prohibited content, and if necessary, reporting to law enforcement or seeking legal remedies. We reserve the right (but not the obligation) to monitor user conduct and content on the platform to enforce these Terms. We also reserve the right to investigate any violation of these Terms or misuse of the platform. Users are encouraged to report any misconduct or suspicious behavior to us at [contact@hive888.org](mailto:contact@hive888.org).

### **2.5 User Content and Intellectual Property Rights**

#### **2.5.1 License and Ownership of User-Submitted Content**

Except for third-party marketplace listings (handled below), any content that you upload, post, or submit to HIVE888 (including but not limited to profile information, resumes, project descriptions, forum posts, comments, images, videos, and any other materials, collectively “User Content”) becomes part of the HIVE888 community content. To ensure we can operate the platform and promote collaboration, you grant to PTGR AG a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free license to use, reproduce, modify, distribute, create derivative works of, publicly display, and otherwise exploit any such User Content for any purpose related to the operation, improvement, or promotion of the platform. This means, for example, we may display your content to other users, feature it in marketing materials for HIVE888, or create derivative summaries or translations of it. In fact, to the extent permissible by law, you assign all intellectual property rights in the content you post (except Marketplace Content, as defined below) to PTGR AG upon submission. PTGR AG shall therefore be considered the owner of such content’s intellectual property rights, and in any event, we have the exclusive license to use it as needed. You retain any moral rights you have by law (like the right to be identified as author or to object to derogatory treatment of your work), but you agree not to enforce those against PTGR in a way that would restrict the granted license. If such an assignment is not fully effective (for example, for content that by law cannot be assigned), then you agree that the above license is exclusive to PTGR for the full duration of protection and with the broadest rights possible.





This clause does not apply to Marketplace Content, which is defined as content that third-party sellers upload specifically to advertise or describe the products/services they offer in the Marketplace (Section 5.2). Marketplace Content remains the property of the user or entity who created it, as detailed in Marketplace Terms.

### **2.5.2 Your Warranties for Content**

You represent and warrant that you have all necessary rights to upload or share the User Content you provide and to grant the rights and assignment above. This means the content is your original creation or you have obtained appropriate permissions or licenses from any third parties who own parts of the content. For example, if you post a photo in a community forum, you must either have taken the photo yourself or have the photographer's permission; if you share an article, you either wrote it or have rights to share it. You also warrant that your content does not infringe any third-party rights (intellectual property rights, privacy rights, etc.), and that it complies with all laws and our Platform Rules (no prohibited content as per Section 4.4). You agree to indemnify and hold PTGR harmless from any claims that arise from your content violating someone else's rights or the law.

### **2.5.3 No Obligation to Monitor; Our Rights**

We do not pre-approve all content posted by users. We are not responsible for user-generated content, and we do not endorse any opinion or statement made by users on the platform. However, we reserve the right (but have no obligation) to remove or modify any User Content at our discretion, particularly if we believe it violates these Terms or applicable law, or upon receipt of a notice of alleged infringement (e.g., DMCA-like notice) or other legal request. We also reserve the right to terminate accounts of repeat infringers or offenders. If your content is removed and you believe this was in error, you can contact us to dispute the decision.

### **2.5.4 Feedback**

If you submit suggestions, ideas, feature requests, or other feedback to us regarding HIVE888 or our services ("Feedback"), that Feedback is provided voluntarily. We are free to use, disclose, and exploit the Feedback as we see fit without any obligation to you, and any improvements or features based on such Feedback shall be solely owned by PTGR.

### **2.5.5 PTGR's Intellectual Property**

The platform and all content provided by PTGR AG (or its partners) are protected by intellectual property laws. This includes the platform's design, software code, architecture, logos, trademarks (such as "HIVE888" and "Academy888"), service marks, and content created by PTGR (text, graphics, videos, courses, etc.). PTGR AG (and/or its licensors) retains ownership of all intellectual property rights in the Services and content we provide. You are granted a limited, revocable, non-transferable, non-sublicensable license to access and use the platform and PTGR content for your personal or internal business use, in accordance with these Terms. You must not reproduce, distribute, modify, create derivative works of, publicly display, or commercially exploit any portion of our platform or content except as expressly allowed by us.



Any unauthorized use of PTGR's IP may result in termination of the license and possibly legal action.

### **2.5.6 Third-Party IP on the Platform**

Some content on HIVE888 may be owned by or licensed from third parties. For example, a course in Academy888 might contain third-party videos or articles, or a community post might link to an external resource. All trademarks, logos, or content belonging to third parties remain the property of those third parties. Nothing in these Terms grants you rights to use any third-party content except as part of the HIVE888 service for its intended purpose.

## **2.6 Payments, Fees, and Subscriptions**

### **2.6.1 Purchases**

Certain features or services on HIVE888 may require payment. For example, enrolling in a paid Academy888 course, purchasing a PTGR Wallet or other product, or buying a service through the Marketplace. All prices will be indicated in Swiss Francs (CHF) or another relevant currency and will include VAT or other taxes where applicable, unless stated otherwise (we aim for price transparency). By making a purchase or placing an order, you agree to pay the listed price and any indicated fees (such as shipping fees for physical goods or transaction fees if applicable).

### **2.6.2 Payment Methods**

We accept various payment methods, including major credit/debit cards, Stripe payments, and certain cryptocurrencies (subject to availability).

#### **2.6.2.1 Payment by credit card or Stripe**

You will need to provide valid card details at checkout. These payments are processed securely by our payment processor (Stripe) and are subject to Stripe's terms and privacy policy. PTGR does not store your full card information on our servers (only perhaps a token or partial info for reference).

#### **2.6.2.2 Payment by cryptocurrency**

If we allow crypto payments, you will be presented with a wallet address or QR code to send the exact amount due. Crypto transactions must be confirmed on the blockchain; a purchase is considered complete only after the required confirmations on the network. You are responsible for sending the correct amount; any network transaction fees are your responsibility. Cryptocurrency payments may be converted to a stablecoin or fiat equivalent at the prevailing rate for accounting purposes. We do not offer refunds in cryptocurrency unless explicitly stated (see Refunds below).

### **2.6.3 Subscriptions**

HIVE888 may introduce subscription-based services (for example, a premium membership that gives access to a bundle of courses or exclusive content, or a monthly subscription to





Academy888 content). If subscriptions are offered, the terms will be clearly presented at the time of subscription. Generally, subscription services will auto-renew at the stated interval (e.g., monthly or annually) until canceled. By subscribing, you authorize us to charge your chosen payment method at the recurring intervals. You can cancel a subscription at any time effective at the end of the current billing period (meaning you will not be charged for the next period, but no pro-rated refunds for the time remaining in the current period unless required by law or stated otherwise). We will inform you of any price increases or material changes to a subscription with advance notice and, if required, an opportunity to cancel before the change. Any free trial (if offered) will automatically convert to a paid subscription if not canceled before the trial ends, which will be clearly communicated when you sign up for the trial.

#### **2.6.4 Invoices and Receipts**

After a successful payment, we will provide confirmation, which may be via email and/or an invoice/receipt available in your account. For Swiss customers, VAT will be shown on the invoice if applicable. Corporate or business users who need a VAT invoice can contact [contact@hive888.org](mailto:contact@hive888.org) if not automatically provided.

#### **2.6.5 Failure to Pay**

If your payment method is declined or if a charge is reversed (e.g., a chargeback or dispute), we may, at our discretion, suspend or cancel the provision of the service or access to content you attempted to purchase. For subscriptions, if a recurring payment fails, we will notify you and may retry the charge; if it continues to fail, we may terminate the subscription. You agree to bear any costs associated with collecting any unpaid amounts, including bank fees and reasonable legal fees.

#### **2.6.6 Promotional Codes and Discounts**

PTGR or authorized partners may offer promo codes or discounts for certain services (e.g., a discount code for an Academy888 course or a first-time buyer coupon for the Marketplace). Such codes are subject to the specific terms communicated with them (for example, valid for one use per user, cannot be combined with other offers, has an expiration date, applies only to certain items, etc.). Promo codes are not redeemable for cash and any abuse of codes (such as using multiple accounts to circumvent one-per-user restrictions) is prohibited and could result in cancellation of orders and account termination.

#### **2.6.7 Taxes**

You are responsible for any taxes that apply to your purchases or use of services. The prices displayed will include Swiss VAT when applicable (for Swiss and EU customers, for example), but if you reside outside of regions where we collect tax, you may be responsible for self-assessing and paying any use tax or equivalent. For Marketplace transactions, sellers are responsible for collecting and remitting any applicable taxes (though PTGR may facilitate this by adding tax to the price if required by law or through payment processor features, in which case those funds will be passed to the seller or relevant authority). PTGR AG, as a Swiss company, complies with Swiss VAT laws; if digital services are provided to customers abroad, we will



comply with those jurisdictions' rules to the extent required (e.g., EU VAT OSS scheme if applicable).

## **2.7 Delivery of Services and Digital Products**

### **2.7.1 Digital Content (Academy888)**

When you purchase access to an online course or digital program in Academy888, unless otherwise specified, you will gain access to the content immediately after payment is confirmed. The content will be accessible through your account (streaming or downloadable materials as provided). By purchasing digital content, you acknowledge that the performance of our obligations (i.e., providing the digital content) begins immediately upon payment, and thus you waive any statutory right of withdrawal or cancellation that might otherwise apply, to the extent permitted by law. (Under EU law, digital content purchases can be final if the user consented to immediate delivery and waiving of the 14-day withdrawal right; Switzerland does not mandate a withdrawal period for online purchases.) Therefore, all sales of digital content are final and non-refundable, except in cases of technical issues preventing access (in which case we will work to provide access or a suitable remedy).

### **2.7.2 Physical Products (e.g., PTGR Wallet or Merchandise)**

For physical goods sold by PTGR through the platform, we will arrange for shipment to the address you provide. Delivery times will vary depending on your location; an estimated delivery time will be given at purchase, but we do not guarantee delivery by a specific date. If we cannot fulfill the order within the promised timeframe (e.g., stock issues), we will notify you and offer an updated timeline or a refund. Title to the goods and risk of loss: Under Swiss law, unless otherwise agreed, the risk passes to the buyer when the item is handed over to the shipping carrier, but we may choose to bear the risk until delivery for consumer-friendly practice. We will clarify at purchase who bears the risk in transit. We insure shipments where practical. If a product arrives damaged or is lost in transit, please inform us immediately so we can assist (we might file a claim with the carrier, send a replacement, or refund you, depending on circumstances).

### **2.7.3 Marketplace Delivery**

If you purchase from a third-party seller on the Marketplace, delivery of the product or service is the responsibility of that seller. They should provide estimated delivery or fulfillment times in their listing. PTGR does not guarantee delivery of third-party items, but non-delivery or significant delays without cause can be addressed under dispute resolution (Section 5.2).

### **2.7.4 Service Delivery**

If you purchase a service (such as consulting hours, mentorship, or any non-tangible service through the platform), the seller (whether PTGR or a third party) will deliver that service as described in the listing or agreement with you. For example, if you pay for a mentorship session,



it's your responsibility to coordinate with the mentor to schedule and conduct the session. The platform may provide scheduling tools but is not liable for the service outcome.

### **2.7.5 Course and Event Scheduling**

For time-bound services like live webinars, cohort-based courses, or events, PTGR reserves the right to reschedule or cancel (for example, if an instructor is ill or minimum enrollment isn't met). We will notify you as soon as possible of any changes. If a paid event or course session is canceled, we will offer either a rescheduled date, a credit, or a refund.

## **2.8 Cancellation, Returns and Refunds**

### **2.8.1 Digital Products (Academy888)**

As noted, digital product purchases are generally non-refundable once access has been granted, due to their intangible nature and immediate consumption. However, we want satisfied customers: if you encounter technical issues or believe the digital content was misrepresented, please contact support within a reasonable time. We may, at our discretion, offer a remedy such as fixing the issue, extending access, or in some cases a refund or credit, especially if you haven't substantially accessed the content. Any such refunds for digital content are on a case-by-case goodwill basis and not an entitlement, except where required by law.

### **2.8.2 Physical Products (PTGR Wallets, etc.)**

For physical goods sold by PTGR, we will adhere to any applicable consumer protection laws regarding returns. Swiss law does not grant an automatic right of return for online purchases once delivered, absent a defect. However, if you receive a defective or incorrect product, you have the right to have the defect remedied. This typically means we will arrange for a replacement or provide a full refund if replacement is not possible, in line with warranty rights (see Warranty below). If the product is not defective but you wish to return it (e.g., you changed your mind), our policy will be: unopened and unused products may be returned within 14 days of delivery for a refund, but you are responsible for return shipping costs and ensuring the item arrives back in new condition. We reserve the right to charge a restocking fee or refuse a non-defective return if the product is not in resalable condition. Before returning any item, you must contact us for an RMA (Return Merchandise Authorization) and instructions.

### **2.8.3 Marketplace Purchases (Third-Party Sellers)**

Returns and refunds for products or services bought from third-party sellers are subject to the seller's stated policies, which should be outlined in their listing or seller profile. PTGR strongly encourages sellers to offer fair return policies especially for tangible goods (for example, allowing returns of defective items or a short period for change-of-mind returns if in original condition). If you encounter an issue with a marketplace purchase (non-delivery, defective item, service not as described), you should first attempt to resolve it with the seller. If that fails, you can escalate to PTGR support for mediation. We may facilitate a resolution such as urging the seller to provide a refund or replacement, or in some cases processing a refund directly if we



have the funds and determine it's justified. PTGR's decision in such dispute resolution will consider the evidence from both sides and the terms that were advertised. (See Section 5.2 under Disputes for more detail.)

### **2.8.4 Subscription Cancellation**

If you cancel a subscription (as detailed in 4.6), generally you will continue to have access for the remainder of the paid period and then it will not renew. If you inadvertently were charged for a subscription you meant to cancel, contact us promptly – if our records show you didn't use the service after renewal, we may provide a courtesy refund for the latest charge.

### **2.8.5 Chargebacks and Payment Disputes**

We urge users to contact us before disputing a charge with their bank or card issuer. Initiating a chargeback without first seeking resolution through us might be considered a violation of these Terms if the charge was legitimate. We reserve the right to contest unjustified chargebacks and to terminate accounts that abuse chargeback mechanisms.

## **2.9 Warranty for Products and Services**

### **2.9.1 Platform Availability**

PTGR strives to keep the HIVE888 platform available and operational, but we do not guarantee uninterrupted or error-free operation. The platform is provided "as is" and "as available" (see Disclaimer in Section 7). We may need to take the platform offline for maintenance or upgrades, and will try to schedule these to minimize user disruption (often off-peak hours) and possibly announce them beforehand. Unplanned outages may occur due to technical issues or factors outside our control (hosting failures, attacks, etc.), and we will endeavor to restore service as quickly as possible. You acknowledge that downtime and technical issues are possible, and you have no remedy or claim against us in such cases beyond the mitigation efforts we undertake (unless mandated by law).

### **2.9.2 Product Warranty (Physical Goods)**

Products sold by PTGR (like physical PTGR Wallets or devices) come with the standard warranty under Swiss law for sold goods. This means if the product has a defect that was not disclosed and which impairs its use, you have up to two years from delivery to assert a warranty claim. Within that period, if a defect is found, you should notify us promptly. We will then, at our option and in accordance with law, either repair or replace the item, or if that's not feasible, offer a refund. If the defect is minor, a price reduction could be offered if you agree. If the product was sold "as is" or with specific known defects (e.g., clearance sale items), the warranty might not cover those known issues. This warranty does not cover normal wear and tear or damage caused by misuse, improper handling, or unauthorized modifications. For example, if you break a PTGR Wallet device by using it outside recommended parameters, that's not our responsibility. Some products might come with additional manufacturer warranties – if so, those are in addition to your legal rights and details will be provided with the product.



### **2.9.3 Services and Courses Warranty**

We aim to provide services (including courses and mentorship) with reasonable care and skill. However, we do not guarantee any specific outcomes from any course or project on HIVE888. For example, we do not warrant that taking a course will guarantee you a job, or that a project funding application will be successful. We do promise that any descriptions of courses or services will be accurate and the content will match the description; if it doesn't, you may have the right to a remedy (like access to correct content or possibly a refund if there was a significant misrepresentation). We also ensure that any paid event or session will be delivered as described or a suitable alternative or refund provided if we fail to deliver it (e.g., if an instructor does not show up, we'll reschedule or refund that session fee).

### **2.9.4 No Other Warranties**

To the maximum extent permitted by law, and except as expressly set out in this Section or any specific product terms, PTGR disclaims all other warranties whether express, implied, or statutory, regarding the products and services. For instance, we do not provide an implied warranty of merchantability or fitness for a particular purpose beyond what's required by law.

## **2.10 Termination and Suspension of Accounts**

### **2.10.1 By User**

You have the right to stop using our Services at any time. You may delete your account through the user settings or by contacting us. If you delete your account, these Terms (and any ongoing specific agreements) terminate as between you and us, except that any provisions that by their nature should survive (such as indemnification, limitation of liability, etc.) shall survive. Also, termination does not excuse you from obligations incurred prior (for example, if you have pending payments or you've agreed to deliver a service on the Marketplace, you should fulfill or settle those obligations if possible). We suggest that if you are involved in an ongoing transaction or course, you resolve those before deleting your account to avoid disruption.

### **2.10.2 By PTGR (suspension)**

We may suspend your account or access to certain features without prior notice if we suspect (a) you have violated these Terms or the law, (b) your account has been compromised or is being used fraudulently, or (c) you are causing harm or risk to the platform or other users. Suspension is typically temporary while we investigate the issue. During suspension, you may not be able to log in or certain functions might be restricted (e.g., posting, transacting). We will inform you of the suspension reason and may request your cooperation (for example, verifying your identity or providing explanation for certain actions).

### **2.10.3 By PTGR (termination)**

We reserve the right to terminate your account (and your access to the Services) in the following cases:

- **Serious or Repeated Violations:** If you seriously violate our Terms or Policies (for example, posting illegal content, engaging in fraud, harassment, or IP infringement), or if you repeatedly violate rules despite warnings, we may terminate your account. In serious cases, termination can be immediate and permanent.
- **Legal Obligation:** If we are required by law or a court order to terminate (e.g., if providing you service becomes illegal due to sanctions or you are found misusing the platform for unlawful activity).
- **Inactivity:** For free accounts, if you have not logged in or used the platform for an extended period (e.g., 1-2 years), we might close your account to free up resources. We would generally send a notice to your registered email before doing so, giving you a chance to keep it active.
- **Platform Discontinuation:** If we decide to discontinue the HIVE888 platform entirely, we may terminate all accounts with appropriate prior notice (see Section 9 on changes/termination of service).

If your account is terminated by us, we will, where feasible, notify you of the reason and any remedies (if we allow appeal or reapplication, for example). However, if we terminate due to illegal conduct or risk of harm, we might not provide detailed notice to avoid further issues or if legally prohibited.

#### **2.10.3.1 Effect of Termination**

Upon termination of your account, your right to use the Services ceases immediately. You should stop using the platform and you may lose access to any data or content (so please ensure you have backups of any content you need that you posted). We will delete or deactivate your profile and may delete your content (though we reserve the right to retain certain content in anonymized form or as needed for legal reasons). Any licenses granted to PTGR for your User Content survive termination (we may have, for example, backups or marketing material already produced). If you were a seller or content creator, any ongoing obligations (like delivering a sold item or continuing access for enrolled students) ideally should be fulfilled; we will work with affected users to minimize impact (possibly by refunding buyers or finding alternative arrangements). Sections relating to liability, indemnity, and governing law survive termination of the Agreement.

#### **2.10.4 Appeal**

If you believe your account was wrongfully terminated or suspended, you can contact our support or compliance team to dispute the decision. We will review appeals on a case-by-case basis and decide at our sole discretion whether to reinstate.

### **2.11 Governing Law and Jurisdiction**

This Agreement (Terms and all related policies) shall be governed exclusively by the laws of Switzerland, in particular by Swiss substantive law including the Swiss Code of Obligations (OR) and the Federal Act on Data Protection, without regard to its conflict of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.



Unless otherwise required by a consumer protection law in your country of residence (in which case such specific rights or remedies under that law may apply), any disputes arising out of or relating to this Agreement or your use of HIVE888 shall be subject to the exclusive jurisdiction of the competent courts in the Canton of Zug, Switzerland. The Commercial Court of the Canton of Zurich may be chosen if jurisdictional rules permit, but generally Zug (since PTGR AG's registered office is in Zug). You consent to the personal jurisdiction of these courts. Notwithstanding the foregoing, PTGR retains the right to seek injunctive relief (or equivalent urgent legal remedy) in any jurisdiction worldwide to enforce or protect its intellectual property rights or to prevent irreparable harm pending a formal court action.

If you are using the platform as a consumer (not in the course of business) and have your habitual residence in the European Union, you may also be entitled to bring claims in your country of residence under certain conditions, and if so, nothing in these Terms (including the choice of Swiss law and jurisdiction) deprives you of any protection afforded to you under the mandatory laws of your country of residence (such as consumer contract rights). However, by agreeing to these Terms, you acknowledge that the primary governing law is Swiss law and the primary forum is Swiss courts, to the extent enforceable.

## **2.12 Miscellaneous Provisions**

### **2.12.1 Entire Agreement**

These Terms, along with the documents and policies incorporated by reference (Privacy Policy, Cookie Policy, Academy888 Terms, Marketplace Terms, E-Commerce Terms, Platform Rules, and any additional guidelines or rules posted on the platform) constitute the entire agreement between you and PTGR AG concerning the use of our Services. They supersede any prior agreements or communications (whether oral or written) regarding the subject matter. Any additional user agreements (like a separate contract if you become an official partner or instructor) would complement these Terms, but if there's a direct conflict, that separate agreement might override specific sections as explicitly stated therein.

### **2.12.2 No Waiver**

Our failure to enforce any provision of these Terms shall not be deemed a waiver of our right to enforce it later. Similarly, the waiver of a breach of any term is not a waiver of any subsequent breach. For example, if you violate a rule and we don't immediately act, it doesn't mean we can't act if you violate again.

### **2.12.3 Severability**

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a competent court or authority, that provision shall be enforced to the maximum extent permissible, and the remaining provisions of the Terms will remain in full force and effect. We may replace any invalid provision with a valid one that comes closest to the intention of the original.





#### **2.12.4 Relationship of Parties**

You and PTGR AG are independent contracting parties. These Terms do not create any agency, partnership, joint venture, or employment relationship. You have no authority to bind PTGR, and vice versa.

#### **2.12.5 Assignment**

You may not assign or transfer any of your rights or obligations under these Terms to a third party without our prior written consent. PTGR AG may assign or transfer this Agreement (or any of its rights/obligations) to any affiliate or in connection with a merger, reorganization, or sale of all or substantially all of its assets or equity (and will notify you if such transfer results in a different entity being responsible for the services).

#### **2.12.6 Notices**

PTGR may provide notices to you by email to the address associated with your account, by postal mail if you provided a mailing address, or by posting on the platform (for general notices). You are responsible for keeping your email address up to date and for checking the platform for any notices. Notices will be deemed given (a) in the case of email, when the email is sent (unless we receive bounce-back, in which case we may use other means), (b) in the case of posting on site, upon posting, and (c) in the case of postal mail, upon delivery. You may send official notices to us by postal mail at the address in the Imprint (to the attention of Legal Department) or by email, unless another method is specified for particular issues (like data privacy requests go to the privacy contact).

#### **2.12.7 Language**

These Terms are provided in English. If we provide translations in other languages, those are for convenience. In case of differences in interpretation, the English version shall prevail.

#### **2.12.8 Headings**

Section headings and numbering in this Agreement are for convenience only and have no legal or contractual effect.

### **3. Version Control and Acceptance of Changes**

#### **3.1 Initial Acceptance**

By creating an account or using HIVE888, you have agreed to the initial version of our Terms and all incorporated policies. During signup or first use, you likely had to check a box or click "I Agree" to indicate acceptance. That action records your consent to this entire legal documentation suite as binding. If you did not actually see these terms at signup (e.g., you signed up through a mobile app that didn't show them), you are hereby notified that continued use of the platform is still subject to them; if you don't agree, you must stop using HIVE888 and may request account deletion.



We keep logs of user consent. If needed, we can show that a particular user agreed on a certain date. You are responsible for reading and understanding these Terms; if anything is unclear, you may contact us for clarification.

## **3.2 Updates to Terms and Policies**

We may revise or update this legal documentation from time to time, especially as our platform evolves, laws change, or new features are added. Changes can include modifications to existing sections or addition of new terms. For example, if we launch a new subscription service, we might add new clauses governing that; or if laws like the EU Digital Services Act impose new requirements, we'll update accordingly.

When we make material changes (i.e., changes that significantly affect your rights or obligations), we will provide a notice to users. We will determine the method of notice appropriate to the significance of the change:

- Posting an announcement on our website (e.g., a banner or notification in your dashboard).
- Sending an email to the address registered with your account outlining the changes.
- Other reasonable means, such as an in-app notification.

We will also update the "Last Updated" date at the top of each document/section. Minor changes (like clarifications, typo corrections, or updates that do not negatively impact users) may be made with less formal notice, though the updated date will still reflect the change.

## **3.3 Advance Notice and Consent**

Whenever feasible, we will provide notice of changes at least 30 days before they become effective. This gives you the opportunity to review the updated terms. If you do not agree to the proposed changes, you should discontinue use of the platform and can notify us to deactivate or delete your account. Continuing to use HIVE888 after the effective date of the changes constitutes acceptance of the new terms.

For changes that are required by law, or relate to new features or services (like introduction of a new product you may opt to use), the changes might take effect sooner. If a change requires a user's explicit agreement by law (for example, if we were changing how we handle personal data in a way that legally requires renewed consent), we will obtain that (perhaps by asking you to click "Agree" again next login).

## **3.4 Version Tracking**

We will maintain an archive of previous versions of these Terms and policies (perhaps available on our website or upon request), including the dates they were in force. If you ever need to see what terms applied on a certain date (say, the terms you agreed to when signing up), we can provide that. For any dispute, the version of the Terms in effect at the time of the events in question will apply (unless a retroactive change was required by law, in which case that might apply if mandated).



### **3.5 Partial Invalidity of Changes**

If a new law or regulation requires us to change these Terms in a way that is inconsistent with the rest of the Terms, we will change only as needed and the rest remains effective. If any change itself is found invalid or unenforceable, it doesn't nullify the prior agreement; it means we revert to what it was or to whatever nearest lawful interpretation.

### **3.6 User Notifications and Settings**

We may ask you to periodically affirm that you have reviewed the current Terms, especially after major updates. For instance, after an update, the next time you log in, you may see a pop-up summarizing changes with options to accept or review later (with continued use being limited until you accept within a reasonable time). We believe in transparency, so we'll do our best to highlight the key changes rather than just posting a new giant document.

### **3.7 Agreement Continuity**

These Terms and policies are intended to govern our relationship until terminated. If you or we terminate the relationship (account deletion, etc.), certain obligations persist as noted. If you later come back or sign up anew, the then-current Terms would govern again.

### **3.8 User Agreement Acceptance Box**

As mentioned, initially you agreed via a check-box or equivalent. That is stored as your acceptance. In any interface where an acceptance box or button is presented (e.g., "I have read and agree to the Terms and Conditions"), you must not proceed unless you actually agree. That check or click is legally the same as a signature.

For any future significant feature that requires additional terms (say, you join a new program with its own terms), we will similarly present those and ask for explicit acceptance.

We ensure that the acceptance mechanism is clear and unambiguous, in line with best practices for online contracts. If you have colleagues or employees using the platform on your behalf, you must ensure they adhere to the Terms; but the account holder is ultimately responsible.

### **3.9 Contact and Questions**

If you have questions about any changes to our terms or need clarification on any part of this Agreement, please contact us before continuing to use the platform. We aim to respond and clarify promptly, because we want informed and comfortable users.

In summary, we are committed to keeping you informed about your agreement with us. We value you as a user and strive to maintain fair terms that protect both your interests and ours. Thank you for being part of HIVE888, and please periodically check in on this document (or watch for our notices) so you remain up-to-date.