

T4T General Terms and Conditions

1. General Information

These General Terms and Conditions regulate the rights and obligations as a user for the use of the Internet portal www.titt4tat.com (the "Portal") and the Titt4Tat mobile application (the "App") (the portal and the app are collectively referred to as "Titt4Tat- Services "in the following). The contractual partner is the "service provider" or "Titt4Tat", which manages the portal and the app.

The services of Titt4Tat, with the exception of commercial purposes, are aimed exclusively at private individuals of legal age who are of legal age.

2. Scope of Application/Amendments to these Terms of Use

The general terms of use apply to the contractual relationships between the service provider and the user with regard to the use of the Titt4Tat services. Conflicting or deviating conditions of the users are expressly contradicted. Such conditions are only recognized if the service provider has agreed to their validity in writing.

The service provider reserves the right to change the general terms of use at any time with future effect due to changed legal framework conditions or higher court decisions. Changes must be accepted by the user by clicking the Accept button. They are then deemed to have been accepted by the user.

3. Subject Matter of the Contract

The service provider enables users who are registered with Titt4Tat and have made their profile visible in the portal or in the app to contact other users in order to make appointments with other users (in this case "potential dating partners"). After creating a request and filling out a prospect dating application, users can view prospective dating profiles and schedule a meeting. The services of Titt4Tat are partly free and partly chargeable. Titt4Tat neither offers marriage services, nor does it enable long-term partnerships. Titt4Tat does not become a contractual partner in contracts with potential dating agencies.

4. Registration/Conclusion of the Contract

In order to be able to use the services of Titt4Tat, users must register and set up a user account (the "Account"). There is no entitlement to admission. The service provider is entitled to reject registrations without giving reasons. Only individuals of legal age and legal capacity are allowed to register as users. Registration is expressly prohibited for minors. By entering the correct date of birth, the user assures and guarantees that he is of legal age and legally competent.

With the registration by the user, a contractual relationship is established between Titt4Tat as a contractual partner and the user as the other. This contractual relationship is based on the provisions of these General Terms of Use.

Registration is free. The contact details and other information requested during registration must be truthful, correct and complete (e.g. address, date of birth, email address, gender, etc.). This information is not checked by the Titt4Tat services. The service provider grants the requested access after successful registration. After successful registration, the user is entitled to use the services of Titt4Tat within the scope of these terms of use. During the registration process, the user is asked to enter their email address and a password. You can use this information to log into the portal after access has been granted. The user is responsible for ensuring that his username does not infringe the rights of third parties, in particular naming or trademark rights, or that it offends against common decency. These access data including the password are to be kept secret by the user and may not be passed on to unauthorized third parties. It is also the responsibility of the user to ensure that only the user himself accesses the services of Titt4Tat with his or her login data. The user must notify the service provider immediately if he suspects that unauthorized third parties have or will gain knowledge of his access data.

The user is fully liable for any use and / or other activity carried out from his account in accordance with the relevant statutory provisions.

5. User Profiles on the Portal and in the App/Selecting Profiles

Titt4Tat enables users to get in touch with potential dating partners and to view their profiles and the information contained therein (information, images, etc.) on the portal or in the app. In order to view profiles of potential dating partners, users must first create a full profile with all the details filled in.

The users must give Titt4Tat permission to access their personal location data and to transfer this data to Titt4Tat. If authorization is not granted, users must make the selection manually, for example by entering their postcode.

The profile information of the potential dating partner is made available to the user in his user database.

Profiles that do not match (matching profiles based on predefined requirements and attributes) cannot be viewed by other users.

Further information on the use of personal location data can be found in our privacy policy.

6. Arranging Dates

To create an inquiry, users enter a duration the date and the desired time for a date with other users in order to see potential dating partners who are registered with Titt4Tat and to be able to send a non-binding booking or inquiry.

The non-binding person booked receives a message on the app / website as soon as a non-binding booking has been received from a potential dating partner.

In addition, it is at the sole discretion and responsibility of the partners to decide whether and in what form an appointment is made.

7. Paid Services

Paid services from Titt4Tat can be recognized by a payment request using a coin for the desired service. You can find an overview and further information on chargeable services and prices for coins under the heading "Buy Coins".

By clicking the "Buy" button, the user declares that he wishes to conclude a contract for the chargeable services he has selected. The relevant contractual relationship is valid with the order confirmation by Titt4Tat in form of a corresponding notification. The purchase of a coin entitles the user to use the T4T service, which is subject to a charge, and relates exclusively to the technical service of T4T. Agreements that were made between users after getting in contact by activating the chargeable service are not part of the contract with T4T. These agreements exist only and exclusively between the dating partners (users).

The purchased coins lose their value after 12 months from the date of purchase and cannot be used to claim benefits.

The service provider is entitled to change the prices at any time.

8. Titt4Tat Users

Registered users have the option of uploading "photos" to their profile. Titt4Tat reserves the right to check the content and, in the event of prohibited use - within the meaning of Section 9 - to forbid the uploading of content or to remove such content as well as to use the photos for their own promotional purposes, e.g. in marketing campaigns, and also to publish them on other sites.

9. Warranty

The service is based on data provided by the users themselves; the service provider is not liable for the accuracy of the data or for the resulting interaction between users. In particular, the service provider is not responsible for ensuring that the meetings agreed by the users take place, that the appointment details discussed are actually carried out or that there is satisfactory contact between the dating partners. From the time an appointment is accepted or confirmed, the dating partners alone and not the service provider are responsible for the implementation of the appointment and the communication between the dating partners.

10. Content Protection, Responsibility for Third-Party Content

The content on T4T is predominantly protected by copyright or other protective rights and is the property of the service provider, the users or other third parties who have provided the respective content. The user may only use this content in accordance with these terms of use and only within the framework defined on the portal and in the app.

The content available on the portal and in the app comes in part from users and other third parties (the "third-party content"). The user is obliged to treat messages from other Titt4Tat users confidentially and not to make them accessible to third parties without consent. This also applies to names, telephone numbers, private and e-mail addresses and / or URLs or other personal data of users. Each user bears sole responsibility for their own content,

distribution, etc. and releases Titt4Tat from any liability in this regard. The service provider does not check third-party content for completeness, correctness or legality and therefore assumes no responsibility or guarantee for the completeness, correctness, legality and topicality of the third-party content. This also applies to the quality of external content and its suitability for a specific purpose, even if external content refers to linked external websites.

11. Prohibited Uses

Users may use the content available in Titt4Tat services for communication and arranging dates only. Commercial use of Titt4Tat services beyond this is prohibited unless the user was given explicit and written permission for such use by the service provider beforehand. Unless performed within the framework of use of Titt4Tat services as stipulated in these Terms of Use, prohibited commercial use includes, in particular, all offers and advertisements for paid content, services and/or products made by both the user themselves and such third parties; all offers, advertisements and execution of activities with a commercial background, such as competitions, prize draws, exchanges, small ads or snowball systems; any and all electronic or other collection of identity and/or contact information (including email addresses) of users (e.g. for the unsolicited sending of emails).

Users are prohibited from conducting any and all activities in or in connection with the Titt4Tat services which breach applicable law, infringe on the rights of third parties, or violate the principles of protection of minors. Users are also prohibited from undertaking any action that is liable to impair the smooth operation of the portal and/or app, especially overloading the provider's system. The user is in particular forbidden from undertaking the following without restriction:

- Uploading and disseminating insulting, abusive, offensive, racist, or threatening content, content which violates the protection of minors and personal rights, or other illegal content;
- Uploading and disseminating content that was wholly or partly copied from other protected content without the consent of the respective copyright holder;
- Uploading and disseminating content which impairs or infringes on the rights of third parties, in particular personal rights, copyright or intellectual property rights, and all other third-party rights;
- Using Titt4Tat services for advertising purposes;
- Making incorrect statements or providing incorrect information, and providing data and information of third parties;
- Using data and information of other users without their explicit consent;
- Selling or otherwise transferring their account on the portal/in the app;
- Attacking Titt4Tat services by means of viruses, malware, or in any other harmful manner;
- Modifying, manipulating, circumventing, overloading, or disrupting Titt4Tat services and their underlying software and security system.

The service provider reserves the right to refuse to upload content, and to erase or remove such content which, at the discretion of the service provider, breaches these conditions, third-party rights, or applicable laws, or which otherwise appears to be unacceptable or inappropriate.

In the event of suspected unlawful or criminal acts, the service provider is entitled and, where applicable, obliged to review the activities of the affected user and, where appropriate, to take suitable legal steps to prohibit the unlawful or criminal act. This may also include passing on a case to the state prosecutor.

Should the user become aware of any illegal, abusive, non-contractual or otherwise unauthorized use of the portal or app, they are requested to send an email to info@titt4tat.com. The service provider will then review the events and take appropriate measures as applicable.

12. Ban on Use

Minors and legally not competent individuals are prohibited from registering for and using the Titt4Tat services. If there is a suspicion that a user is not of age, the service provider must be notified immediately with the profile in question specified.

In case of reasonable suspicion, the service provider reserves the right to demand proof of legal age from the user. The service provider is entitled to temporarily block an account until legal age has been proven. If an absolutely certain evidence of legal age is not furnished, the profile in question will be deleted.

13. Blocking Access

The service provider may temporarily or permanently block a user's access to the portal/app if there is concrete evidence that they have breached or are in breach of these General Terms of Use and/or applicable law, or if the service provider otherwise has a legitimate interest in blocking access. When deciding to block access, the service provider shall take into account the legitimate interests of the user in question appropriately. In the event of temporary or permanent blocking, the service provider blocks access rights and informs the user of the same on the app or the internet portal. In the event of a temporary blocking of access, the service provider will reactivate access rights after the end of the blocking period and will notify the user of the reactivation. A permanently blocked profile access cannot be restored. Permanently blocked users are permanently excluded from using Titt4Tat services and may not re-register on the portal or in the app.

14. Warranty and Responsibility of Users

The user is solely responsible for their account and for the content they create on the Titt4Tat services. The user guarantees that they shall use the Titt4Tat services only in compliance with these General Terms. The user guarantees in particular that they shall not use Titt4Tat services in any impermissible way – as defined under Sec. 10.

The user guarantees and assures:

- that all information, images, etc. and all other content posted, transferred, or otherwise published on Titt4Tat does not infringe on any third-party rights or violate applicable law;

- that the content they create and add does not contain any of the content listed under Sec. 9;
- that they are the copyright holder of the user content or the holder of all intellectual and commercial property rights thereof;
- that they have not granted any exclusive usage rights and/or other rights pertaining to user content to third parties.

It is not possible for Titt4Tat to monitor and control user content. Titt4Tat is not responsible or liable for the availability, accuracy, completeness, up-to-dateness, or lawfulness of user content.

15. Indentification

The user shall indemnify the service provider, its representatives, its employees, and its assistants of any and all damages (e.g. liability claims from third parties or costs for legal proceedings) which the service provider may incur due to actions or omissions connected with (i) the behaviour of the user within the scope of Titt4Tat services; (ii) the content of users; or (iii) a breach of warranty and responsibility on the part of the user pursuant to Sec. 13.

Should such claims be enforced on the part of third parties, the user shall give the service provider all available information that is of use for reviewing the claim and undertaking a corresponding defence. The user shall provide this information immediately, truthfully, and in full.

Indemnification according to Sec. 14 does not apply to claims of third parties resulting from the failure of the service provider to immediately erase or block content after becoming aware that this content infringes on the rights of third parties.

16. Liability of the Service Provider

The service provider will undertake all efforts to provide a permanent and high-performance service in collaboration with their partners and data processing centres. Potential downtimes due to malfunctions or maintenance work must be taken into account and these do not constitute a defect in service. The service provider cannot guarantee that its website or software are free of viruses or other harmful components.

Titt4Tat services are available 24 hours a day, seven days a week with an average annual availability of 95%. This excludes downtimes due to maintenance and software updates, as well as periods where the service cannot be accessed via internet due to technical or other problems that are beyond the control of the service provider (force majeure, fault of third parties etc.). In order to be able to use Titt4Tat services to their full extent, the user must use the latest (browser) technologies or allow the use of such technologies on their computer (e.g. activation of JavaScript, cookies, pop-ups). If older technologies or technologies not generally in common use are being used, it may be the case that the user can only use the services of the service provider to a limited extent.

The liability of Titt4Tat for damages – for whatever legal reason – where legally permissible, is fully excluded

The limitation of the service provider's liability according to this Sec. 15 also applies to the personal liability of the service provider's representatives, employees, assistants, and agents.

17. Term

This user contract is concluded for an indefinite period and can be terminated by either party with immediate effect. Termination by the user can be made by sending an email to info@titt4tat.com.

18. Privacy

The use of personal data of the user by Titt4Tat is in line with the privacy policy of Titt4Tat.

19. Place of Jurisdiction/Applicable Law

Unless inconsistent with mandatory legal provisions, the place of jurisdiction will be in Switzerland, at the headquarters of the service provider. This contract is subject to substantive Swiss law exclusively, with the exception of the conflict of law provisions.