

hype SWISS

GENERAL TERMS AND CONDITIONS - hype SWISS AMBASSADOR PROGRAMME

Consolidated and strengthened version - Swiss law, with mandatory European rules reserved
where applicable

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The French version is the contractual reference version for Switzerland, subject to applicable
mandatory provisions.

TABLE OF CONTENTS

Article 1 - Purpose, scope and contractual documents
Article 2 - Definitions
Article 3 - Admission, eligibility and continued participation
Article 4 - Nature of the Programme and prevention of pyramid schemes
Article 5 - Code, link, QR code and Referral attribution
Article 6 - Eligible Sale and vesting of commission rights
Article 7 - Pending, Available and Reversed status
Article 8 - Commission levels and rates
Article 9 - Qualified Ambassador and tiers
Article 10 - Commission calculation base
Article 11 - No cap and no income guarantee
Article 12 - Ambassador Credits: use, accumulation, payout and set-off
Article 13 - Taxation, VAT, social security and administrative obligations
Article 14 - Commercial communications, transparency, advertising and anti-spam
Article 15 - Trademarks, content and intellectual property
Article 16 - Data protection and confidentiality
Article 17 - Community, events, partners and non-financial benefits
Article 18 - Ambassador status and no authority to represent hype SWISS
Article 19 - Fraud, abuse, self-referral and prohibited practices
Article 20 - Controls, corrections, audits and complaints
Article 21 - Suspension, exclusion and termination
Article 22 - Effects of termination, exclusion or account closure on the Tree
Article 23 - Modification, suspension or discontinuation of the Programme
Article 24 - Liability, exclusions, third parties, technical systems and force majeure
Article 25 - Ambassador liability and indemnification
Article 26 - Applicable law, mandatory European law, jurisdiction and general provisions
Article 27 - Effective date, prevailing version and contact

Article 1 - Purpose, scope and contractual documents

These General Terms and Conditions of the hype SWISS Ambassador Programme (the “Ambassador Terms”) govern enrolment, operation of the Programme, referral attribution, organisation of the Ambassador Network, generation and validation of commissions, Ambassador Credits, their use and payout, and the respective rights and obligations of hype SWISS and Ambassadors.

The Programme is open to natural and legal persons admitted by hype SWISS, including private individuals, self-employed persons, companies, retailers, associations, clubs, content creators, partners and professional networks. These Terms supplement the Terms of Use, General Terms and Conditions of Sale, special terms, offer sheets, commission schedules, Privacy Policy and Dashboard rules. They prevail for matters specific to the Programme, without prejudice to the special terms governing the Product or Service subscribed to by a Referral and to mandatory provisions of applicable law.

Article 2 - Definitions

- “Ambassador”: any natural or legal person admitted to the Programme and holding an active Ambassador account.
- “Referral”: any person validly linked to an Ambassador by code, link, QR code or another mechanism recognised by hype SWISS.
- “Network” or “Tree”: the technical organisation of links between Ambassadors and Referrals.
- “Level 1”: directly linked Referrals; “Level 2”: Referrals linked to Level 1 Ambassadors.
- “Eligible Sale”: an actual, paid sale, subscription or billing transaction that is expressly commissionable.
- “Ambassador Credit”: a contractual commission or reward granted under the Programme.
- “Pending”: provisional Credit; “Available”: finally validated Credit; “Reversed”: cancelled or clawed-back Credit.
- “Dashboard”: the digital area for monitoring the code, network, commissions and Credits.

Article 3 - Admission, eligibility and continued participation

Enrolment requires creation of an account and acceptance of these Terms. A natural person must have the required legal capacity and, as a rule, be at least 18 years old. A legal entity must be validly constituted and represented.

The Ambassador must provide accurate, complete and up-to-date information. hype SWISS may request any evidence reasonably necessary concerning identity, residence, company, taxation, beneficial ownership, bank details, sanctions, fraud prevention or compliance. hype SWISS may refuse, postpone, suspend or make admission conditional for valid reasons, including fraud risk, previous exclusion, identity inconsistencies, serious arrears or legal, regulatory, financial, security or reputational risk. Admission does not constitute an acquired right.

Article 4 - Nature of the Programme and prevention of pyramid schemes

The Programme remunerates genuine sales or subscriptions for hype SWISS Products or Services only. Mere recruitment, registration or activation of an Ambassador generates no commission. No entry fee, stock purchase or investment is required solely to recommend hype SWISS or earn commissions.

Levels, thresholds and tiers may be used to determine rates applicable to future Eligible Sales, but never remunerate recruitment itself. Any use primarily intended to create an artificial recruitment chain independently of genuine sales is prohibited.

Article 5 - Code, link, QR code and Referral attribution

Each Ambassador may receive a personal code, link, QR code or identifier which is revocable and non-transferable without hype SWISS’s written consent. Attribution results from valid recording of that identifier in hype SWISS systems or recognition based on reliable evidence.

In the event of competing codes, deleted cookies, multiple devices, data-entry error, pre-existing account, merger, duplicate or dispute, hype SWISS technical records prevail unless a manifest error is proven. hype SWISS may correct, remove or reassign an attribution in the event of error, fraud, abuse, legal obligation or application of Article 22. No Ambassador has any ownership right over a Referral or the Network.

Article 6 - Eligible Sale and vesting of commission rights

A commission becomes finally vested only if the Referral is validly attributed, concludes a valid contract for a commissionable Product or Service, the order is accepted and where necessary activated or delivered, the commissionable amount is actually received, and the validation period expires without cancellation, refund, fraud, chargeback or non-payment.

A fictitious, abusive or self-generated transaction mainly intended to obtain a Credit, or any transaction not complying with these Terms, creates no entitlement. Display of a provisional amount does not constitute final acknowledgement of debt by hype SWISS.

Article 7 - Pending, Available and Reversed status

After payment is received, a commission may be displayed as Pending. Unless a specific rule applies, it becomes Available thirty (30) calendar days after receipt of payment if no cancellation event has occurred. This period is an internal validation period and does not create or alter any withdrawal right of the Referral.

A commission may become Reversed in particular in the event of refund, cancellation, non-payment, chargeback, fraud, fictitious order, duplicate account or manifest error. A Credit used or paid out in error may be recovered or set off against future Credits or amounts to the extent permitted by applicable law.

Article 8 - Commission levels and rates

8.1 Standard rates. Unless another schedule expressly applies: Level 1: 7%; Level 2: 3%.

8.2 Higher tier. The Programme may provide rates of up to 10% at Level 1 and 5% at Level 2, i.e. up to 15% across two separate levels. Applicable thresholds and conditions are those officially published or shown in the Dashboard, a schedule or contractual document. Higher rates apply prospectively once activated and never remunerate recruitment as such.

Article 9 - Qualified Ambassador and tiers

For a tier, hype SWISS may require valid registration, an active account, verifiable information, no suspension or exclusion, and no fictitious, duplicate or artificial account. hype SWISS may verify and correct any tier obtained through fraud, error or manipulation. Applicable thresholds are those officially communicated for the relevant period.

Article 10 - Commission calculation base

Unless an expressly more favourable rule applies, commission is calculated on the net amount excluding VAT actually received by hype SWISS for the Eligible Product or Service. The base may exclude taxes, discounts, credits, refunds, delivery and financing costs, non-commissionable activation fees, penalties, chargebacks, unpaid amounts and expressly excluded services. Reasonable technical rounding is permitted.

Article 11 - No cap and no income guarantee

The Programme may have no general cap on Credits. This does not constitute a guarantee of income, return, recruitment, Referral retention, turnover, Programme duration, tier progression or permanent maintenance of rates. Any simulation or estimate is illustrative unless expressly guaranteed in writing.

Article 12 - Ambassador Credits: use, accumulation, payout and set-off

12.1 Nature and use. Any amount finally credited under the Programme is an Ambassador Credit. Available Credits may be used to pay all or part of hype SWISS invoices.

12.2 Automatic use. The Customer account may include the option: "I hereby authorise the automatic use of my Ambassador Credits to pay all or part of my invoices." In the standard configuration, the option may be set to YES by default provided it is clearly visible and easy to change. The Customer may disable it at any time for the future.

12.3 Retention and accumulation. When automatic use is disabled, Credits may remain unused and accumulate for as long as all amounts due to hype SWISS are paid in full and on time. Where invoices are paid on time, hype SWISS will not require use of Credits the Customer has chosen to retain, subject to set-off against overdue amounts.

12.4 Bank transfer payout. The Ambassador may request payout of Available Credits once the balance reaches CHF 250.-. Payout is made exclusively by bank transfer to an account held by the Ambassador or Ambassador entity. No cash payment is made. Payout requires, in particular: an Available balance of at least CHF 250.-, an

active account in good standing, no overdue unpaid invoice or other hype SWISS claim, no significant anomaly or fraud investigation, and provision of the necessary identity, banking, tax or compliance information. hype SWISS may reasonably delay payout while required checks are performed without such delay automatically giving rise to interest or compensation.

12.5 Priority set-off. If an amount due to hype SWISS is overdue and unpaid, hype SWISS may, to the fullest extent permitted by applicable law, set off all or part of the Available Credits, even if automatic use has been disabled. Set-off takes priority over any bank transfer payout.

12.6 Insufficient balance. The Customer remains liable for any balance not set off.

12.7 Classification. Credits are contractual rights and are not a bank deposit, savings account, electronic money, financial product, investment or interest-bearing asset. No interest is due.

12.8 Dashboard. The Dashboard may show Pending, Available, Reversed, balances, commissions, uses, set-offs and payout requests. Data may be corrected in the event of manifest error or later ineligibility.

Article 13 - Taxation, VAT, social security and administrative obligations

The tax or social-security classification of Credits depends on the Ambassador's actual circumstances. hype SWISS guarantees no particular classification. The Ambassador is solely responsible, to the extent required by law, for tax, accounting, AHV/IV/EO, VAT, social-security, reporting and professional obligations.

hype SWISS may request necessary evidence and make any declaration, withholding or transmission required by law. Any tax information provided by hype SWISS is general and does not constitute personalised advice.

Article 14 - Commercial communications, transparency, advertising and anti-spam

All Ambassador communications must be accurate, fair, verifiable and consistent with official hype SWISS information. Prohibited practices include promises of guaranteed coverage or speed where none exists, unavailable prices or free offers, automatic income, guaranteed profitability, false testimonials or promotions, harassment, or any presentation suggesting non-existent authority to represent hype SWISS.

The Ambassador must clearly disclose their commercial interest where a recommendation may generate a Credit and where required by law or platform rules. Any solicitation by email, SMS, messaging, telephone or automated means must comply with applicable consent, identification, objection and unsubscribe requirements. Breaches arising from the Ambassador's own actions are their responsibility.

Article 15 - Trademarks, content and intellectual property

Trademarks, logos, mascots, slogans, visuals, texts, videos, designs, software and other hype SWISS elements remain the property of hype SWISS or their owners. The Ambassador receives only a limited, revocable, non-exclusive and non-transferable authorisation for officially permitted promotional use.

Without written authorisation, it is prohibited in particular to materially alter a logo, create a misleading official identity, register a domain, trade name or social account causing confusion, or run paid campaigns contrary to brand instructions. hype SWISS may require immediate removal of non-compliant content.

Article 16 - Data protection and confidentiality

hype SWISS processes Programme data in accordance with the Swiss Federal Data Protection Act, its Privacy Policy and, where territorially applicable, the GDPR. The Ambassador has no general right of access to contractual, usage or payment data of Referrals.

The Ambassador must not collect passwords, card data, communication content or unnecessary confidential information. The preferred approach is to share the code or link so that prospects submit data directly to hype SWISS. Where the Ambassador independently processes data for their own activities, they act under their own legal responsibility unless a specific written agreement provides otherwise.

Article 17 - Community, events, partners and non-financial benefits

The Programme may include experience sharing, events, meetings, training, visibility, partners, opportunities, networking, support and access to certain hype SWISS activities. Such benefits are supplementary, not guaranteed and may be modified, postponed or withdrawn.

Third-party services remain subject to their own terms. Except for fault directly attributable to hype SWISS within the limits of applicable law, hype SWISS is not liable for performance of a service exclusively supplied by a third party.

Article 18 - Ambassador status and no authority to represent hype SWISS

The Ambassador acts in their own name, for their own account and under their own responsibility. The Programme does not by itself create employment, partnership, joint venture, franchise, agency, general mandate, representation or exclusivity.

Without specific written authority, the Ambassador may not sign contracts, collect payments, change prices, grant discounts, give guarantees or make commitments on behalf of hype SWISS. Any mandatory legal classification arising from the actual circumstances remains reserved.

Article 19 - Fraud, abuse, self-referral and prohibited practices

Prohibited practices include false accounts, identity theft, abusive multiple accounts, artificial self-referral, fictitious orders, transactions without genuine economic purpose mainly intended to generate commission, payment fraud, collusion, organised chargebacks, tracking manipulation, spam, fake reviews, misleading advertising, tier manipulation, tax or documentary fraud and unlawful use of data.

hype SWISS may block transactions, suspend Credits, correct the Network, request evidence, cancel Credits linked to abuse and take any proportionate measure necessary to protect its interests.

Article 20 - Controls, corrections, audits and complaints

hype SWISS may verify identity, transactions, attribution, payments, rates, tiers, communication compliance and fraud. Any manifest calculation, attribution or payout error may be corrected, including after display. A finally vested Credit may not, however, be arbitrarily removed without legal or contractual basis.

Any dispute must be submitted within a reasonable period with sufficient information for review. Failure to object immediately does not waive a mandatory right.

Article 21 - Suspension, exclusion and termination

21.1 Suspension. hype SWISS may suspend an account, commissions or payouts where reasonably necessary to investigate fraud, non-payment, anomalies, complaints, security risk, suspected breach or regulatory obligations. Temporary suspension is not an admission of fault.

21.2 Exclusion for valid cause. Exclusion may occur in particular for fraud, attempted fraud, false accounts, network manipulation, repeated spam, misleading advertising, false representation of hype SWISS, serious data-protection breach, material harm to the brand, unlawful acts, repeated breaches or refusal to cease a breach after warning where appropriate. In serious, urgent, fraudulent or high legal-risk situations, exclusion may be immediate.

21.3 Voluntary termination. The Ambassador may leave the Programme at any time, without compensation for loss of future commissions.

21.4 Commissions upon exit. Available Credits finally vested before exit remain subject to these Terms. Prior Pending transactions may continue validation if regular, unless exclusion grounds or fraud affect their validity. No new commission is generated for transactions becoming eligible after exit.

Article 22 - Effects of termination, exclusion or account closure on the Tree

22.1 Removal of position. Upon effective termination, account closure, exclusion for valid cause or other definitive cessation, the Ambassador's position is removed from the Tree. The departing Ambassador ceases all economic rights over future development of the former Network.

22.2 Automatic upward reassignment. Referral accounts are not deleted. Referrals directly linked to the departing Ambassador are automatically moved upward and linked to the first active Ambassador at the next higher level. Example: A -> B -> C; if B leaves, the structure becomes A -> C. C's own Referrals remain linked to C unless another reorganisation event occurs.

22.3 Technical reorganisation. If no active higher level exists or the technical structure requires it, hype SWISS may link the affected network to the next active level or the Programme root in order to avoid vacant positions, preserve continuity and prevent commission blockage.

22.4 Economic effects. From reorganisation onward, all future commissions follow the new Tree. The former Ambassador has no right to new invoices, subscriptions, recruits or developments of the former Network after exit.

22.5 No ownership rights. Referring a person creates no ownership right over that person. The position and Network may not be sold, assigned, pledged, transferred, bequeathed or claimed without hype SWISS's written consent.

22.6 Irreversibility upon voluntary termination. An Ambassador who terminates cannot later recover former Referrals, position, network or later descendants of that network. Upward reassignment becomes final on the exit date. Any later enrolment starts from a new position without retroactive effect.

22.7 Return of an excluded Ambassador. Exclusion creates no right to readmission. hype SWISS may accept or refuse a new application. If accepted, hype SWISS may require a new account, treated as a new enrolment. No part of the former Network is restored, including direct or indirect Referrals, developments since exclusion and resulting commissions.

22.8 Later development. Any Network growth after exit belongs definitively to the reorganised Tree. No later return, even years later, gives any right to restoration, transfer-back or reassignment.

22.9 Administrative error. hype SWISS may correct a removal caused exclusively by an acknowledged technical or administrative error. Such correction creates no precedent or general restoration right.

22.10 Death or dissolution. The position of a deceased Ambassador or dissolved legal entity is not automatically transferable. Finally vested Credits may be claimed by entitled heirs or authorised bodies in accordance with law and upon evidence. The Network remains subject to upward reassignment.

Article 23 - Modification, suspension or discontinuation of the Programme

hype SWISS may change the Programme for legitimate commercial, economic, technical, legal, regulatory, tax, security, fraud-prevention or Product/supplier/partner-related reasons. Changes may concern eligible products, rates, tiers, calculation base, qualification criteria, validation periods, tracking, Dashboard and procedures.

Any materially adverse change is communicated within a reasonable period where required by law, in principle thirty days in advance, except in case of urgency, legal obligation, fraud, security vulnerability, essential partner decision or technical impossibility. Credits already finally Available are not retroactively reduced except for error, fraud, refund or another legitimate contractual ground. hype SWISS may discontinue the Programme; no right to indefinite continuation exists.

Article 24 - Liability, exclusions, third parties, technical systems and force majeure

24.1 Principle. hype SWISS's liability is limited to the fullest extent permitted by applicable law. No clause excludes liability where exclusion is prohibited, including intent or gross negligence where Swiss law does not permit exclusion.

24.2 No guarantee. hype SWISS guarantees no income, number of Referrals, conversion rate, Referral retention, transaction volume, minimum activity, progression or commercial result.

24.3 Technical systems and tracking. To the extent permitted by law, hype SWISS is not liable for commission losses caused exclusively by events outside its reasonable control, including deleted cookies, blockers, privacy settings, prospect device failure, connection loss, incorrect code, third-party platform, API change, social-network outage or external provider unavailability. Attribution may nevertheless be corrected where objective evidence shows an error attributable to the hype SWISS system.

24.4 Third parties. hype SWISS does not control third-party platform terms, algorithms, suspensions, functionality or decisions. Use is at the Ambassador's risk and subject to those terms.

24.5 Ambassador acts. hype SWISS is not liable for statements, promises, campaigns, messages or content independently created by the Ambassador without express approval.

24.6 Indirect loss. To the extent permitted, hype SWISS is not liable in particular for loss of profit, opportunity, customers, reputation or other indirect commercial loss, except where liability cannot legally be excluded.

24.7 Professional Ambassadors. For Ambassadors acting professionally or commercially, and to the extent permitted, hype SWISS's aggregate liability arising from slight negligence may be limited to the total Credits finally vested in the twelve months preceding the damaging event.

24.8 Force majeure. hype SWISS is not liable for delay, interruption or impossibility caused by events beyond its reasonable control, including natural disaster, war, riot, major cyberattack, widespread outage, critical operator interruption, authority decision, embargo, sanction, pandemic, general strike or major failure of essential infrastructure or supplier.

Article 25 - Ambassador liability and indemnification

The Ambassador is responsible for their own acts and omissions. To the fullest extent permitted by applicable law, the Ambassador shall indemnify hype SWISS for damages, expenses, claims or reasonable costs directly caused by a breach attributable to the Ambassador, including unlawful advertising, spam, false statements, trademark impersonation, intellectual-property infringement, unlawful data collection, fraud, misleading practice or unauthorised commitment made on behalf of hype SWISS.

This obligation does not cover damage caused by hype SWISS's own fault and must remain proportionate to the damage actually attributable. hype SWISS may take any reasonable mitigation measure, including suspension, content removal, link blocking or reporting to competent authorities.

Article 26 - Applicable law, mandatory European law, jurisdiction and general provisions

26.1 Applicable law. These Terms are governed by substantive Swiss law. Mandatory rules concerning obligations, unfair competition, data protection, taxation, social security and consumers remain reserved.

26.2 European law. Where an activity is specifically directed to the European Union or EEA, applicable mandatory rules are not displaced by the choice of Swiss law. The GDPR applies where its territorial scope is met. An Ambassador independently targeting consumers in a specific State must comply with the rules applicable to their communications in that State.

26.3 Jurisdiction. For professional Ambassadors, the competent courts of the Canton of Geneva have jurisdiction, subject to mandatory forums. Mandatory consumer protection rights remain reserved.

26.4 Severability. Invalidity of one clause does not affect the others. To the extent legally permissible, the relevant clause is interpreted or adapted to preserve its purpose as closely as possible.

26.5 No waiver. Failure by hype SWISS to exercise a right immediately does not constitute waiver.

26.6 Assignment. The Ambassador may not assign account, position, Network or rights without hype SWISS's written consent. Subject to mandatory law, hype SWISS may transfer the Programme or corresponding contracts to a successor, affiliate or acquirer of the business, with appropriate notice where required.

26.7 Evidence. Electronic data, technical logs, transaction histories and Dashboard data may constitute evidence, subject to contrary evidence and mandatory procedural rules.

Article 27 - Effective date, prevailing version and contact

These Terms enter into force on the date stated upon publication and apply to new enrolments from that date. Their application to Ambassadors already enrolled remains subject to the rules governing amendments to ongoing contracts.

The French version is the contractual reference version for Switzerland, subject to applicable mandatory provisions. Translations are provided for convenience unless expressly stated otherwise.

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END OF GENERAL TERMS AND CONDITIONS - hype SWISS AMBASSADOR PROGRAMME