

TERMS OF USE

Version updated on May 31st, 2019

Before using our services and our mobile application (“App”), you must accept the following Terms of Use, our privacy and cookie policies – as updated from time to time – and the terms of service of the applications Foursquare, Google Maps, Google Places and Apple Maps. Your counterparty is the company Xtribe PLC, an English company with registered office in London, 37-38 Long Acre, WC2E 9JT, United Kingdom, company number 07878011, VAT 139786068 (“Xtribe”).

These terms apply to all the users of the App, except for the US resident users and/or those who regularly live and access and/or use the App in the territory of the United States.

- 1) **SCOPE.** Xtribe was born from a question: how can we make it possible for the people to sell, swap and rent goods and/or services in the fastest and cheapest way, without the loss of time and intermediation costs and annoying commissions on the payment methods? The answer: by using the geolocation system typical of the latest generation smartphones in order to permit the user to virtually bring with him/her all the objects and/or the services that he/she is willing to sell, buy or swap and to get in contact with other users nearby that are willing to buy, sell or swap the same goods and/or services. Thanks to the integration with Foursquare, Google Maps, Google Places and Apple Maps, our App enables the users to interact and find each other in real time, in the most quick, practical and easy way possible.
- 2) **DATA AND CONTENTS.** Without prejudice to our privacy policy, with reference to the processing of your personal data, when you provide to Xtribe data or contents, you are granting Xtribe with a royalty-free, perpetual, free of charge, transferable and irrevocable license, without restrictions regarding the territory, which authorizes Xtribe to use, copy, disclose, analyze, publish and process, also with the purpose of extracting and preparing data, elaborations and derivative materials, and to market, in any way and format whatsoever, such data and contents; you also transfer to Xtribe the related copyright and intellectual property rights, the right to publish, exploit commercially and to use such data. By providing your data, contents and information, you declare that you are the legitimate owner and/or holder of such data and that their provision and use do not constitute a violation of any third-party rights.
- 3) **INTERACTIONS WITH OTHER USERS.** You are personally and exclusively responsible for your interactions with the other users of the App, with respect to which Xtribe will be considered a third party, from which you may not claim anything in relation with such interactions. It’s your full responsibility to verify the reliability of the other users with which you may interact and the lawfulness and reliability of the payment methods agreed with those users, as Xtribe does not undertake any liability for potential breaches or for any misleading conducts of the users of the App and/or of the Website you access to, and the offer, the sale, the purchase and/or the exchange of goods and services to/from/with other users takes place under your sole and full responsibility. Any question or claim regarding the goods and/or the services offered, bought and/or exchanged from/ with other users, has to be addressed to said users.

By registering yourself in the Xtribe website and/ or App, you also declare that you have understood that the services offered by Xtribe do not imply nor grant the actual conclusion of contracts of sale and/or exchange of goods and/or services with the other users of the App, being the App only an instrument that facilitates the discretionary encounter between offer and demand of goods and/or services in the market. In order to provide an optimal service to all the App users and to tackle any potential inappropriate conducts, Xtribe needs the cooperation of the users' community. To this purpose, we invite you to report any problem, misbehavior, offensive conducts and/or violation of third-party rights by other users.

- 4) TERMS OF USE. The access to and the use of Xtribe App and/or website is subject to the consent to and the compliance with the following rules by the users:
- the use of the App and/or the Website is permitted only to users which are at least 16 (sixteen) years old and have full legal capacity. Xtribe does not and will not intentionally collect or aim to collect in any way the consent or the data of minors or of those declared legally incapacitated and the services offered by Xtribe shall not be intended for nor dedicated to those subjects. If Xtribe should ascertain that, contrarily to what was declared upon registration, a user is less than 16 (sixteen) years old, or that it has not full legal capacity, it will delete the information and the personal data of these subjects and block the related user profile;
 - the users must use lawfully the App and the website and avoid any conduct that might be considered contrary to or elusive of laws in force from time to time or that might provide them illicit revenues or benefits;
 - the users are allowed to post and share on the App and website only ads, information, images and/ or videos which have a lawful, clear, true, exhaustive content and which are not misleading for other users;
 - it's strictly forbidden to offer, sell, buy and/or swap with or through the App any drug, tobacco, sexual services, pedo-pornographic material, toxic or harmful or dangerous products and any other illicit or prohibited goods or services;
 - the users must make sure that they have the titles and rights which are necessary in order to offer, buy, sell and/or swap the goods and/or the services offered, bought, sold or swapped in and/or through the App and/or the website;
 - the users must make a fair use of the App and the website and refrain from introducing into the App information, images (photos and/or videos), and/or messages and contents of any kind, that are either illicit or false, injurious, discriminatory and/or contrary to the public order and/or to the public morality or that have an abusive, intimidating or vulgar content or language or that might infringe the reputation, image, the intellectual property rights, or any other third-party rights;

- the users must keep strictly confidential their App and website login credentials and promptly report to Xtribe any violation or attempted violation of their user profile;
- the creation of more than one user profile per user is prohibited; the harassing or massive sharing and transmission of contents is also prohibited (e.g. spam messages, junk, etc.);
- the images (photos/videos) uploaded by the users for describing the goods and/or the services offered by the same must have a quality and resolution compliant with the technical standards of the App. It remains understood that, if Xtribe shall assess, at its sole discretion, that the images provided by the user do not meet the standards of the App, it will have the right to remove and/or replace them, at its sole discretion, with other images that describe the goods and/or services offered by the user, which comply with the standards of the App.

Xtribe does not make any prior verification regarding the data, the information and/or the contents shared by the users but it reserves the right to verify their compliance with these terms of use in any moment, after their uploading on the App and/or website. If Xtribe shall determine, at its sole discretion, that an user is not legitimated to use the App, and/or the website or that it has performed actions in violation of these terms or any actions that may create problems and inconveniences to other users or legal liabilities for Xtribe, or actions that are unfair and inadequate, it shall have the right to take any appropriate measure like, by way of example and without limitation, limiting, suspending, interrupting the services and the profile of the user, removing the contents shared on the App and/or the website, banning the user from accessing the App and/or the website and adopting any other technical or legal measure that it will consider necessary against the user and the user shall not be entitled to any payment, compensation or guarantee whatsoever in relation thereto. The removed contents may be kept and used by Xtribe also after their removal from the platform, also for legal purposes, for exercising its rights and defending its legitimate interests and expectations. Xtribe has no obligation to save, memorize and/or store and/or back up and/or provide copies of the contents shared by the users or of the messages exchanged between the users, not even in case of dysfunctions or malfunctions of the App and/or the website. It is therefore a responsibility of the users to save, memorize and/or store and/or back up those contents, to avoid the risk of losing said contents.

If you do not accept or agree with these terms of use, we invite you not to use (and/or to immediately stop using) the App and/or the website and/or the services offered therein.

- 5) **LIABILITIES.** Xtribe is not in any way responsible for the identity of the users nor for the data and the contents provided and uploaded by the them and it has no obligation to verify the lawfulness, truthfulness, accuracy and authenticity of the information, of the data and of the contents (including images, photos and videos) provided by the users, nor to verify the claimed identity of the users or the authenticity of their profiles and accounts, or the use that the users make of the services offered by Xtribe, with the App or on the website.

Xtribe has no role in the sale, exchange, supply of goods and/or services, taking place directly between the users as a result of their use of the App and/or the website. Xtribe has no control over and no responsibility in relation with the truthfulness, authenticity, quality, safety, lawfulness of the goods and of the services offered by the users and it does not offer any warranty or assurance of the marketability, suitability, lawfulness, authenticity of such goods and services or of the right of the users to offer, buy, sell or swap such goods and/or services. Xtribe makes no warranties nor guaranties that its services, the App and the website will run without interruptions or malfunctioning, and it reserves the right to interrupt or suspend the operation of the same, at its own discretion, in order to perform maintenance activities, updates or technical improvement interventions. Xtribe declines all responsibility for the damages caused by any interruption, suspension or malfunctioning of the App and of the website as well as for the impossibility or difficulty of the users to access the App, the website and the services offered therein.

6) REPRESENTATIONS, COMMITMENTS AND WAIVERS.

By signing in and/or accessing the App and/or the website, you accept these terms of use, you declare that you are 16 (sixteen) years old or older, that you have full legal capacity, and you undertake to respect and comply with these terms of use of the App and of the website, as well as to indemnify and to hold Xtribe, its employees, its associates and its managers, its affiliated companies, and their respective employees, associates and managers harmless from any third-party claim or demand for damages resulting from the violation of these terms of use and/or of the applicable laws in force from time to time and for any potential loss, damage, liability, cost, burden, expense, including any legal or judicial fees, that might be directly or indirectly linked to your use of the App and/or of the website.

7) APPLICABLE LAW AND DISPUTE RESOLUTION. The services provided by Xtribe, these terms of use and the legal relationship between Xtribe and the users are regulated by English law. Any agreement specifically negotiated in writing between Xtribe and/or its affiliated companies and/or subsidiaries and the users (e.g. "business" users) will prevail on any conflicting provisions of these terms of use. Any matters that are not regulated by these terms of use or by separate written agreements, shall be governed by the applicable law, in force from time to time.

Without prejudice to any statutory rights of the users to bring action before the ordinary competent courts (e.g. the Court of the place of residence or domicile of the Consumers under EU law), all legal disputes arising out of, or in relation with the use of the App and/or the website, and those related to the validity, effectiveness, nullity or violation of these terms of use, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the notice of arbitration is submitted in accordance with said Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Lugano. The arbitral proceedings shall be conducted in English.

These terms of use shall not exclude the applicability of any statutory rights that the users may have in their own State of residence and/or of any overriding mandatory rules in force in those States, which cannot be in any case waived by these terms of use.