

WEBSITE AND ACCOUNT TERMS OF USE

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Operator: Fuchs Treuhand AG, Switzerland

1. Parties and scope

1.1. These Terms govern access to **homeunity.io**, the Homeunity account and related interfaces through which the Company provides information, receives enquiries and instructions, arranges participation in programmes and displays transaction records.

The operator is **Fuchs Treuhand AG**, registration number CH-100.3.005.984-2, UID CHE-107.253.643, with its address at Morgartenstrasse 3, 6003 Lucerne, Switzerland, hereinafter the “**Company**”.

A person using the account on their own behalf or on behalf of an organisation they represent is referred to as the “**User**”.

1.2. The User accepts these Terms when registering an account or by providing a separate confirmation in the interface. Before confirming, the User is given an opportunity to review and save the version concerned.

Merely browsing public pages of the website does not constitute a purchase of HRPT, enrolment in a programme or an instruction to the Company to carry out a transaction.

1.3. These Terms govern the use of digital interfaces. The content of individual services and obligations is determined by the relevant documents:

- acquisition and use of HRPT — the HRPT programme and purchase terms;
- membership and club benefits — the Travel Club membership terms;
- participation in HAFS — the HAFS Rules and a separate Participation Agreement;
- participation in HPOT — the terms of the relevant offering and agreement;
- partner activities — the Partner Programme Rules and, where required, a separate agreement;
- payments and refunds — the Payment Processing and Settlement Policy and the Cancellation and Refund Policy;
- processing of personal data — the Privacy Notice.

Acceptance of these Terms does not replace acceptance of an agreement for an individual programme.

1.4. If documents conflict, the terms of the individual service prevail in relation to its subject matter, price, performance and termination. These Terms apply to use of the interface and electronic communications to the extent not addressed by the relevant agreement.

2. Registration and User information

2.1. Individuals aged 18 or over with the necessary legal capacity may register independently. An organisation’s representative must have authority to register and to perform each action that creates obligations for that organisation.

2.2. On registration, the User provides accurate information and keeps it up to date to the extent necessary to service the account and perform existing agreements. Changes to the contact address, loss of access to it or termination of a representative’s authority must be reported to the Company without undue delay.

2.3. Creating an account does not, by itself, confirm completion of verification, admission to a particular programme or approval of a transaction. Additional information and checks are requested according to the selected service and applicable requirements, as described in the KYC/AML and Sanctions Notice.

2.4. The User must not impersonate another person, use another person's documents or create additional accounts to circumvent restrictions, obtain the same reward more than once or conceal the actual party to a transaction. Having multiple accounts for an agreed organisational reason is not, by itself, a breach.

3. Account access and security

3.1. The User takes reasonable steps to protect their login method, contact email account and devices. Login credentials and confirmation codes must not be shared with persons who are not authorised to act on the User's behalf.

Where an organisation has several representatives, each is provided with separate access if the interface supports this functionality.

3.2. If unauthorised access is suspected, the User notifies **info@homeunity.io** or an available support channel. The Company may temporarily restrict the relevant actions, terminate active sessions and request information necessary to restore access.

Verification must be proportionate to the risk and must not require information unrelated to establishing identity or authority.

3.3. The use of valid login credentials is one factor in reviewing a transaction but does not, by itself, establish that every action was performed or approved by the User. In a dispute, the content of the instruction, the confirmation method, access records and other available evidence are taken into account.

3.4. Restoring account access and restoring access to an independently controlled blockchain wallet are separate procedures. The Company cannot recover the private key of a wallet it does not control. Restoring the account does not authorise the Company to operate that wallet.

4. Activating services and electronic instructions

4.1. Before confirming an order or instruction, the User is provided with its material terms: its subject matter, quantity or amount, applicable charges, method of performance and relevant documents. For a digital asset transaction, the network and destination address are also specified where required for execution.

The User must be able to review and correct the information entered before submission.

4.2. Confirmation is given through an action whose purpose is clearly identified in the interface. Logging in, viewing a calculation or contacting support does not replace confirmation of a purchase, allocation, personal liquidity arrangement or participation in a separate programme.

4.3. The Company records the content of the accepted instruction, the applicable version of the terms, the time and available confirmation details. Receipt of an order is acknowledged electronically.

An acknowledgement means that the order has been received for processing. The point at which a contract is concluded and the conditions for its performance are determined by the documents for the relevant service.

4.4. If a Company employee performs an action at the User's request, it must be based on a recorded instruction containing sufficient transaction parameters. An employee may not independently accept an agreement on the User's behalf or change the material terms of the instruction.

For HRPT, execution may involve confirmation by the User in their own wallet or an agreed procedure using a wallet managed by the Company with individual records. The applicable procedure is determined before execution.

4.5. Before execution, the User may request correction or withdrawal of an instruction. Whether the request can be fulfilled depends on the stage of the transaction and the service terms. The Company informs the User whether the instruction has been stopped or has already been executed.

The irreversibility of a blockchain transaction does not relieve the Company of liability for its own error or execution without a proper instruction.

5. Account information and correction of errors

5.1. Information is displayed according to its purpose. The quantity of HRPT, estimated asset value, an accrued amount in USD, an amount payable and an illustrative calculation are not interchangeable measures.

A forecast or illustrative figure must be labelled so that it cannot be mistaken for an amount already accrued.

5.2. A transaction status reflects its established stage. Recording an instruction is not equivalent to execution, and a status indicating that a payment is being prepared does not establish that a transfer has occurred. Where a status conflicts with supporting documents, the Company checks the transaction and corrects the record.

5.3. The User may request an explanation of a calculation or a statement of their transactions. If information about a pending transaction is still being verified, the Company identifies this and provides the confirmed information.

A technical delay in displaying information does not change the date of performance or the date on which a right arises under the relevant agreement.

5.4. An identified error is corrected while retaining information about the original entry, the grounds for correction and the result. A change affecting an accrual, debt, HRPT quantity or execution of an instruction is communicated to the User with an explanation.

Correcting a recordkeeping error does not entitle the Company to change the agreed economics of participation retrospectively.

5.5. If no confirmation is received after an instruction is submitted, or an error is displayed, the transaction status should be checked before resubmission. The Company investigates possible duplication and remedies its consequences according to actual execution and the service terms.

A duplicate technical record of the same instruction does not, by itself, create an additional obligation for the User.

6. Permitted use and rights in materials

6.1. The User may use the website and account for their intended purposes: obtaining information, arranging available services, submitting instructions and enquiries, and viewing and saving documents relating to them.

6.2. The following are prohibited:

- unauthorised access to other users' accounts or restricted areas;
- interference with system operation, distribution of malicious code or circumvention of security controls;
- falsification of instructions, transaction confirmations, documents or identity;
- collection of other persons' personal data without a lawful basis;
- actions imposing an unreasonable load and preventing service to other users;
- use of the interfaces for unlawful transactions or infringement of third-party rights.

These restrictions do not prevent lawful complaints, critical reviews, exercise of rights of access to one's own data or actions expressly permitted by mandatory law.

6.3. Rights in Homeunity software, design, identifiers and materials belong to the Company or the relevant rights holders. The User is granted the right to use them to the extent necessary to use the service.

This provision does not restrict saving the User's own agreements, confirmations and statements or using materials where permitted by law.

6.4. Rights in materials supplied by the User remain with the User or the relevant rights holder. The Company may process and reproduce them to the extent necessary to provide the service, address an enquiry, comply with the law and protect rights.

Providing material for service purposes does not authorise its public advertising use without a separate basis.

7. Availability and external services

7.1. The Company maintains the digital interfaces and remedies identified faults. Access may be temporarily interrupted by maintenance, updates, communication failures or security measures. Where practicable, the Company gives advance notice of scheduled work that materially limits account use.

7.2. If the account is unavailable, enquiries and error reports may be sent to **info@homeunity.io**. For an instruction requiring specific confirmation, the Company explains an available method of valid submission. An ordinary email does not replace required verification of authority or transaction confirmation.

7.3. An interface failure does not terminate obligations under an existing agreement. If the User reports that a malfunction prevented timely submission of a contractual notice, the Company considers the actual circumstances, including the time of the failure and attempted communications.

This clause does not alter statutory time limits.

7.4. External services may be used for login, payments, bookings and other individual functions. Their terms are provided for the relevant service. Use of an external service does not exclude the Company's liability for its own obligations, actions and information it supplies.

8. Access restrictions and account closure

8.1. The Company may restrict all access or an individual function where necessary to prevent an unauthorised transaction, address a security threat, comply with a mandatory requirement or investigate a material breach of these Terms.

The scope and duration of the restriction must be proportionate to its grounds.

8.2. The User is informed of the reason for the restriction and the required next steps, except for information whose disclosure is prohibited by law or would create a specific threat to security or the investigation. The restriction is reviewed once its grounds have been resolved or sufficient information has been received.

The User may submit explanations and request review of the decision by a Company employee.

8.3. Restricting access does not constitute confiscation of assets, cancellation of validly accrued amounts or termination of the User's claims. Execution of a particular transaction may be suspended on grounds provided by law or the applicable agreement.

Where the account cannot be used, the Company provides a permissible alternative method of obtaining documents and submitting enquiries.

8.4. The User may request closure of the account. Before closure, the Company identifies pending transactions and obligations for which access must be maintained or another communication channel established.

Closing the account does not, by itself, cancel a booking, terminate participation in a programme or unlock HRPT. These actions are carried out under the relevant agreement.

8.5. Account closure and deletion of personal data are separate procedures. The scope and duration of further retention are determined by the Privacy Notice and applicable requirements.

9. Liability

9.1. Each party is liable for breach of its obligations in accordance with applicable law. Liability is determined taking into account the nature of the breach, causation, fault where required by law, and substantiated consequences.

9.2. The Company is relieved of liability for circumstances beyond its control only to the extent permitted by applicable law. A reference to a technical failure or the actions of an external service provider does not, by itself, establish that the Company is not liable.

9.3. The User is responsible for their own unlawful actions and breaches of obligations they have accepted. Liability for a disputed transaction is not imposed automatically merely because the transaction was performed through the User's account.

9.4. A party discovering an error or unauthorised action takes reasonable steps to limit its consequences and notifies the other party. These Terms do not exclude liability for intent, gross negligence or other breaches for which liability cannot be limited by law.

10. Communications and changes to the Terms

10.1. The Company communicates through the account and the contact details supplied by the User. Material notices affecting contractual rights or requiring action by the User are sent in a form that allows their content to be saved.

The legal effects of delivery are determined by the applicable agreement and law; publishing information on the website does not, by itself, establish individual receipt.

10.2. A new version includes its date and information about when it applies. The Company gives notice of material changes before they take effect, except where immediate application is required by law or to address a security threat.

Where the User's consent is required, it is requested separately.

10.3. Changes to these Terms do not retrospectively alter executed instructions or replace agreement to new terms for a particular programme. Rejection of a new version does not terminate existing claims and obligations.

If a particular function cannot continue to be provided on the previous terms, the Company explains how its use will end and how outstanding relationships will be serviced.

10.4. Versions and confirmations accepted by the User form part of the records relating to their service. The User may save them on acceptance and request copies from the Company within the applicable retention period.

11. Governing law and enquiries

11.1. These Terms are governed by the substantive law of Switzerland. If the User is a consumer, this choice of law does not deprive them of protection afforded by mandatory provisions applicable irrespective of that choice.

11.2. Complaints and enquiries about the website and account should be sent to **info@homeunity.io** or the Company's postal address. To assist the review, the User should provide the account or transaction identifier and describe the circumstances. Passwords, private keys and recovery phrases are not required.

Contacting the Company is not a mandatory prerequisite to seeking judicial protection and does not suspend statutory time limits.

11.3. Disputes are heard by the competent courts at the Company's seat in Lucerne, except where mandatory rules entitle the User to bring proceedings in another court or establish a different jurisdiction.

11.4. In the event of a discrepancy between the agreed English and Russian versions, the English version prevails, except where mandatory requirements concerning contract language or consumer protection provide otherwise.

The invalidity of an individual provision does not affect the remaining provisions to the extent that they can apply independently.

12. Company details and contacts

Fuchs Treuhand AG

Registration number: CH-100.3.005.984-2

UID: CHE-107.253.643

Morgartenstrasse 3, 6003 Lucerne, Switzerland

Website: **homeunity.io**

Account operation, instructions and complaints: **info@homeunity.io**

Personal data: **privacy@homeunity.io**