CO|ONE LEGAL TERMS

General Terms and Conditions

Asset Use, Booking and Management | Issued by Bespoke AG

Effective date: 1 July 2026
Version: 1.0
Company: Bespoke AG, company number FL-0002.751.631-8
Scope: Participation-linked asset use, booking, management, rental and exchange services
Contact: hello@the-co-one.com

These Terms are the usage and booking terms contemplated by the Investment and Shareholders' Agreement. They supplement that agreement and do not replace or amend its provisions on acquisition, participation rights, Tokens, payment, transfer or corporate matters.

1. Scope and purpose

1.1 These General Terms and Conditions for Asset Use, Booking and Management (the "Terms") govern the exercise of contractual usage rights associated with participation certificates issued by Bespoke AG, the booking and use of the relevant assets, and related management, rental, charter and exchange services made available under the CO|ONE brand.

1.2 The Terms apply to assets identified in an Order Summary, Booking Confirmation or annual usage schedule, including at the effective date Villa Sunset in Split, Croatia, the yacht VIENNA2 berthed in Split, Croatia, Chalet Mozart in the Zell am See region, Austria, and any combination package expressly offered by the Company.

1.3 These Terms do not govern the acquisition, issue, allocation, registration, transfer, encumbrance or redemption of participation certificates or their digital representation by Tokens. Those matters are governed by the Articles of Association, the Investment and Shareholders' Agreement and the applicable Order Summary.

1.4 The Company may use local asset-owning entities, managers, skippers, cleaning companies, maintenance contractors, booking platforms and other service providers. Their operational involvement does not change the Participant's legal position under the Investment and Shareholders' Agreement.

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2. Provider and CO|ONE brand

2.1 The provider of these Terms is Bespoke AG, Buchenweg 6, 9490 Vaduz, Principality of Liechtenstein, company number FL-0002.751.631-8, email hello@the-co-one.com (the "Company").

2.2 CO|ONE is a brand and operating concept of the Company. References to "CO|ONE", the "CO|ONE team", "we" or "us" in operational communications mean the Company and, where the context requires, service providers appointed by it.

3. Definitions

3.1 "Agreement" means the Investment and Shareholders' Agreement relating to Bespoke AG, including its annexes, in the version validly accepted by or otherwise binding on the Participant.

3.2 "Asset" means the specifically identified villa, chalet, yacht or other physical asset to which a Participant's contractual Usage Entitlement relates.

3.3 "Asset Rules" means the house rules, onboard rules, safety rules, check-in and check-out rules and other operational instructions communicated for an Asset or displayed in the Booking System.

3.4 "Booking Confirmation" means the Company's electronic confirmation of dates, guests, included services and any usage-specific charges for a booking.

3.5 "Booking System" means the digital booking function, portal, application, email workflow or other system designated by the Company for usage scheduling.

3.6 "Order Summary" means the transaction-specific order summary displayed in the investor portal and accepted in connection with the relevant acquisition.

3.7 "Participant" means a natural or legal person that is bound by the Agreement and recorded by the Company as holder of the relevant participation position. A representative of a legal person must be duly authorised.

3.8 "Season Package" means the seasonal combination allocated to a participation position, as stated in the Order Summary and annual usage schedule.

3.9 "Usage Entitlement" means the contractual right to use an Asset for the number and category of periods connected with the relevant participation position, subject to these Terms, the Asset Rules and confirmed scheduling.

3.10 "Usage Week" means a period allocated in the annual usage schedule and confirmed through the Booking System. Arrival and departure times and, for yachts, daily operating periods are determined by the Booking Confirmation and Asset Rules.

3.11 "Usage Year" means the calendar year for which usage is allocated, unless the Order Summary or annual usage schedule expressly provides otherwise.

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4. Eligibility, acceptance and authority

4.1 Usage Entitlements are available only to Participants permitted under the Agreement. Natural persons and legal entities may participate, provided they satisfy the non-consumer restriction, onboarding, KYC/AML and compliance requirements set out in the Agreement.

4.2 A person acting for a legal entity confirms that they have authority to bind that entity and to make bookings, nominate guests and incur usage-specific charges on its behalf.

4.3 The Participant accepts these Terms electronically by ticking the designated checkbox or by another electronic method made available by the Company. The version presented for acceptance can be accessed, downloaded and stored before acceptance. Each booking is also subject to the version of the Asset Rules and the usage-specific information presented before confirmation.

5. Contract hierarchy and avoidance of overlap

5.1 Mandatory law and the Articles of Association prevail. The Agreement prevails for corporate, investment, economic, payment, register, Token and transfer matters and for any matter that it expressly regulates.

5.2 The Order Summary determines the acquired Asset, class, quantity or participation, price, payment method, Season Package and other transaction-specific parameters. A Booking Confirmation determines the dates, guests, included services and usage-specific charges for the confirmed stay or yacht use.

5.3 These Terms govern operational use, booking and management. The Asset Rules and annual usage schedule implement these Terms for a particular Asset or year. If provisions conflict, the more specific provision prevails only within its subject matter, but no Booking Confirmation, Asset Rule or operational communication may alter the Participant's participation rights or obligations under the Agreement.

5.4 Marketing descriptions, brochures, website content, images, examples of returns, availability statements and indicative prices do not override the legally binding documents identified in this Clause.

6. Legal nature and activation of usage rights

6.1 The expression "co-ownership" is used by CO|ONE solely as a commercial description of the structured participation and contractual usage model. It does not, by itself, create or confer any direct legal title to, joint ownership of, co-ownership in, or any other proprietary right in rem over an Asset. Nor does it confer any membership, voting, management or governance rights in the owner of an Asset or in any asset-owning entity. The Participant's legal and economic position is determined exclusively by the Articles of Association, the Agreement and, in relation to the content and exercise of usage rights, the applicable Usage Terms.

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6.2 A Usage Entitlement becomes exercisable only after the acquisition has been completed in accordance with the Agreement, the purchase price has been paid in full, required KYC/AML and compliance checks have been completed, and the Participant has been registered as required.

6.3 Usage may be suspended where the Agreement or these Terms permit suspension, including during payment default, a serious or repeated breach of Asset Rules, a safety risk or a compliance review.

7. Annual Usage Entitlement and seasonal allocation

7.1 Unless the Order Summary expressly provides otherwise, each 1/12 participation package carries four Usage Weeks per Usage Year. The acquisition of additional eligible packages increases the annual entitlement proportionally.

7.2 The entitlement is allocated through the Season Package selected in the Order Summary and is not dependent solely on a first-come, first-served system. Where a Season Package contains two seasons, the four weeks are generally divided into two weeks in each allocated season. The Company schedules at least two consecutive weeks within each allocated season unless the Order Summary, annual usage schedule or an operational constraint expressly provides another equivalent allocation.

7.3 For Villa Sunset and VIENNA2, the standard seasonal classification is as follows. Calendar months are provided for orientation only and a calendar week may overlap two months:

- High Season: calendar week 01 and calendar week 52.
- Winter Season: calendar weeks 02–11 and 48–51.
- Slow Season: calendar weeks 12–22 and 41–47.
- High Season: calendar weeks 23–26 and 37–40.
- Peak Season: calendar weeks 27–36.

7.4 For Chalet Mozart, the currently offered seasonal allocation is Spring Season in calendar weeks 14–22 and Autumn Season in calendar weeks 40–49. Calendar weeks 01–13, 23–39 and 50–53 are not available under those packages unless an Order Summary expressly provides otherwise.

7.5 Calendar week 53 applies only in a year containing a 53rd ISO calendar week. The Company publishes or makes available an annual usage schedule. The schedule identifies the precise dates, turnover times, maintenance blocks and any asset-specific allocation necessary to implement the Season Packages.

7.6 The guaranteed element of a standard 1/12 package is the annual quantity and allocated season category stated in the binding documents, not any specific date, itinerary, weather condition, rental income or third-party service. A specific period is reserved only by a Booking Confirmation.

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7.7 The Usage Entitlement remains connected with the relevant participation position and transfers only together with that position in accordance with the Agreement. It may not be sold, assigned, sublicensed or separately encumbered, except through an authorised rental, charter or exchange programme under these Terms.

8. Booking and central scheduling

8.1 The Company centrally manages scheduling so that Participants do not need to coordinate directly with one another. Booking requests must be submitted through the Booking System within the booking windows and by the deadlines communicated for the relevant Usage Year.

8.2 A request is not a confirmed reservation. A booking becomes binding only when the Company issues a Booking Confirmation. Before confirmation, the Participant must review and correct the requested dates, Asset, guest details, requested services and disclosed charges.

8.3 The Company allocates dates within the acquired Season Package using a consistent, reasonable and non-discriminatory scheduling process, taking account of existing entitlements, consecutive-week requirements, turnover, maintenance, safety and operational availability.

8.4 The Participant must provide accurate contact, guest and arrival information and promptly notify changes. The Company may require legally necessary guest registration data, identity documents, licences, travel details, deposits or security information before check-in or embarkation.

8.5 Unused Usage Weeks do not have a cash value. Unless the Order Summary, annual usage schedule or Booking Confirmation expressly permits carry-over, rental, charter or exchange, an unused week expires at the end of the relevant Usage Year.

9. Changes, cancellations and no-shows

9.1 Participant-requested changes and cancellations are governed by the conditions displayed in the Booking System before confirmation. A requested change is effective only when confirmed by the Company.

9.2 If the Company must change or cancel a confirmed period because of urgent maintenance, safety, weather, port restrictions, legal requirements, force majeure or another event outside its reasonable control, it will use reasonable efforts to offer an equivalent replacement within the same Season Package or another documented remedy. Any remedy is subject to the Agreement, the annual usage schedule, operational feasibility and mandatory law.

9.3 A no-show, late arrival or early departure does not create a right to reimbursement, replacement days or reduction of Maintenance Fees unless the Booking Confirmation expressly provides otherwise.

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10. Combo: Villa Sunset and VIENNA2

10.1 A Combo consists of one corresponding participation position linked to Villa Sunset and one linked to VIENNA2. The annual use periods are scheduled on a synchronised basis during the same Usage Weeks, subject to the Order Summary and annual usage schedule.

10.2 Access to VIENNA2 during a confirmed Villa Sunset period remains subject to weather, safety, skipper availability, servicing, operational availability, port restrictions and scheduled dry-dock. A restriction affecting yacht use does not by itself cancel or reduce the confirmed villa use.

10.3 The Combo positions and their associated Usage Entitlements may be transferred only together where the Agreement imposes a bundle transfer restriction.

11. Villa and chalet use

11.1 Villa Sunset is ordinarily configured for up to eight guests. Chalet Mozart is ordinarily configured for approximately twelve to eighteen guests. The lower of the capacity stated in the Booking Confirmation, the applicable permit, insurance terms and Asset Rules is binding.

11.2 Participants and guests must comply with check-in and check-out times, occupancy limits, local guest-registration and tourism rules, noise restrictions, pool, sauna, jacuzzi, fitness and barbecue safety instructions, smoking and pet rules, parking rules and any other Asset Rules communicated for the property.

11.3 Events, parties, commercial productions, public access, paid accommodation, subletting and use for unlawful or hazardous purposes are prohibited unless expressly approved in writing in advance.

12. Yacht use and safety

12.1 VIENNA2 is professionally operated with a skipper. The maximum number of guests is twelve or any lower limit imposed by law, the skipper, insurance, sea conditions or the Booking Confirmation.

12.2 The skipper or other person in command has final authority over departure, return, route, speed, passenger numbers, water sports and all safety decisions. The Participant and guests must follow instructions immediately. No particular itinerary, destination, cruising time or water-sport activity is guaranteed.

12.3 Yacht access is subject to weather and sea conditions, technical readiness, inspections, servicing, scheduled or unscheduled dry-dock, berth and port availability, fuel supply, regulatory restrictions and other operational requirements. Winter weeks may be affected by dry-dock or maintenance and are implemented through the annual usage schedule.

12.4 Unless included in the Order Summary or Booking Confirmation, usage-specific yacht costs are charged separately. These may include the professional skipper, fuel according to actual

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consumption, catering, additional crew, special services and exceptional marina, harbour or destination charges. The current indicative skipper charge is EUR 250 per usage day and may be updated prospectively; the charge shown before booking confirmation is binding.

13. Care of Assets, guests and damage

13.1 Participants must use each Asset carefully, only for its intended purpose and in accordance with law, insurance conditions, the Asset Rules and reasonable instructions of the Company or its service providers.

13.2 The Participant is responsible for guests and other persons admitted or nominated by the Participant and must ensure that they comply with the same obligations. The Participant remains liable in accordance with applicable law for culpably caused loss, damage, excessive wear, fines, cleaning, recovery costs and insurance deductibles attributable to the Participant or such persons.

13.3 Damage, defects, accidents, safety incidents and missing items must be reported immediately. The Participant must not arrange repairs, admit contractors, alter an Asset or make admissions to third parties without the Company's approval, except where immediately necessary to prevent personal injury or greater damage.

14. Management and servicing

14.1 The Company or the CO|ONE team coordinates the ongoing asset experience, which may include scheduling, Participant administration, maintenance planning, cleaning coordination, insurance administration, inspections, supplier coordination, technical servicing, local management and the authorised rental or charter of unused periods.

14.2 The Company may determine reasonable operating standards, select and replace service providers, arrange repairs and preventive maintenance, set safety and turnover blocks, and take other measures reasonably required to preserve the Asset, comply with law and insurance conditions, and protect Participants and guests.

14.3 Asset management under these Terms is operational management of physical assets. It is not individual investment management, portfolio management, investment advice, legal advice, tax advice or a guarantee of value, performance, liquidity, rental income or resale.

15. Operating costs, Maintenance Fees and usage-specific charges

15.1 **Allocation of costs.** The actual annual fixed and recurring operating, maintenance, repair, servicing, management and administration costs attributable to each Asset shall be allocated equally across the twelve 1/12 participation packages relating to that Asset, subject to the Agreement, the applicable Order Summary and the annual cost budget. In the case of a Combo, the costs of each Asset shall be calculated and allocated separately.

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15.2 **Included costs.** Maintenance Fees may include, without limitation, all reasonable costs necessary to maintain, preserve, insure, manage, service and operate the relevant Asset at the operating and quality standard determined by the Company.

For villas and chalets, such costs may include in particular:

- electricity, water (utility water as well as water to fill up the jacuzzi or pool), sewage/waste water fees, heating, gas, internet, waste disposal and other utilities;
- property, liability and other appropriate insurance;
- local property management, inspections, administration and supplier coordination;
- regular housekeeping and standard turnover cleaning which typically includes:
  - ✓ Bedroom Reset: Stripping old sheets, making beds with fresh linens, and vacuuming under furniture.
  - ✓ Linen & Towel Management: Laundering, folding, and placing fresh bath towels, hand towels, and kitchen cloths.
  - ✓ Kitchen Deep Clean: Wiping down inside/outside of appliances (fridge, microwave, oven), degreasing stovetops, emptying the dishwasher, and cleaning the sink.
  - ✓ Bathroom Sanitization: Scrubbing and disinfecting toilets, showers, tubs, sinks, and mirrors to a spotless finish.
  - ✓ Dusting & Surface Wiping: Cleaning high-touch surfaces, baseboards, window sills, light switches, and door handles.
  - ✓ Floor Care: Vacuuming all carpets and rugs, and mopping all hard floors.
  - ✓ Trash & Waste Removal: Emptying all trash cans, replacing liners, and sorting recycling.
  - ✓ Welcome Provisioning: Restocking essential consumables like toilet paper, paper towels, hand soap, and dish detergent
- gardening, landscaping, pest control, security and snow removal, where applicable;
- servicing and maintenance of pools, jacuzzis, saunas, fitness equipment, heating, cooling, ventilation, electrical installations, appliances and other technical facilities;
- preventive maintenance, routine servicing and minor repairs required through ordinary use and wear;
- legally required inspections, permits, registrations, fees, taxes and regulatory charges; and
- reasonable reserves for foreseeable maintenance, replacement and repair requirements.

For yachts, such costs may include in particular:

- regular marina and berth charges;
- hull, machinery, liability and other appropriate insurance;
- registration, licensing, inspections and regulatory fees;
- vessel management, administration, technical supervision and supplier coordination;

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- routine cleaning, preparation and customary onboard supplies;
- crane, lifting, haul-out, launching, winterisation and dry-dock costs;
- hull inspection, antifouling, polishing, coating and customary hull work;
- servicing, maintenance and repair of engines, generators, batteries, navigation equipment, safety equipment, electrical systems, plumbing and other technical systems;
- mandatory safety inspections and replacement or servicing of safety equipment;
- ordinary wear-and-tear repairs and replacement of minor equipment; and
- reasonable reserves for foreseeable maintenance, replacement and repair requirements.

The above lists are illustrative and non-exhaustive. The inclusion of a cost item depends on the characteristics, location, use, legal requirements and operating model of the relevant Asset.

15.3 **Management and servicing margin.** A management and servicing margin of up to twenty-five per cent (25%) may be added to the allocated costs of each participation package to cover ongoing administration, Participant coordination, booking and scheduling management, accounting, asset supervision, service-provider management and the operation of the CO|ONE fully managed ownership model.

15.4 **Variable nature of Maintenance Fees.** Any amount shown in an Order Summary, brochure, website, cost illustration or other communication as annual operating costs or Maintenance Fees is based on the cost budget and information available at the time of calculation. Unless expressly designated as a binding fixed amount for a defined period, it constitutes an estimate only and is neither a permanent price guarantee nor a maximum amount. Maintenance Fees may vary from year to year and may be adjusted to reflect the actual and reasonably forecast costs of operating, maintaining, repairing, servicing, managing and insuring the relevant Asset.

15.5 **Grounds for adjustment.** The Company may adjust the annual cost budget and Maintenance Fees where reasonably necessary due to, among other matters:

- changes in supplier, employee, contractor or professional service costs;
- changes in electricity, water, fuel, utilities, insurance, marina, harbour or dry-dock charges;
- inflation, exchange-rate movements or changes in taxes, duties, fees or regulatory requirements;
- the age, condition, use or maintenance requirements of the Asset;
- necessary repairs, replacements, inspections or safety measures;
- insurance requirements, insurance deductibles or uninsured costs;
- unforeseen events or emergency measures; or
- changes required to preserve the agreed operating, safety and quality standard of the Asset.

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15.6 **Indexation.** Recurring service, administration and management cost components may be adjusted once per calendar year in accordance with the percentage change in the official consumer price index published for the country in which the relevant Asset is located.

For an Asset located in Croatia, the relevant official Croatian consumer price index shall apply. For an Asset located in Austria, the Austrian Consumer Price Index shall apply. If the relevant index is discontinued, materially changed or no longer reasonably suitable, the Company may use an objectively comparable successor index or another official inflation index applicable to the location of the Asset.

No separate index adjustment shall be applied to the same cost item to the extent that the item has already been adjusted based on an actual third-party invoice or actual cost increase.

15.7 **Annual reconciliation and additional assessments.** Maintenance Fees may be charged annually in advance on the basis of the approved annual cost budget. Following the end of the relevant financial or operating year, the Company may reconcile the amounts charged against the actual documented costs attributable to the relevant Asset:

- any material shortfall may be charged pro rata to the Participants relating to that Asset by means of an additional cost notice; and
- any material surplus may be credited against the following year's Maintenance Fees or retained in an Asset-specific maintenance or operating reserve.

The Company shall provide the affected Participants with a reasonable annual cost summary. Estimates and budgets do not constitute fixed-price guarantees.

15.8 **Participant-caused damage and exceptional use.** Maintenance Fees do not cover loss, damage, excessive wear, missing items, extraordinary cleaning or other costs culpably caused by a Participant or by a guest or other person admitted, nominated or authorised by that Participant. Such costs, including reasonable inspection, cleaning, repair, replacement, recovery and insurance-deductible costs, may be charged separately to the responsible Participant in accordance with Clause 13.

15.9 **Usage-specific and optional costs.** Costs arising specifically from an individual booking, personal consumption or an optional service are charged separately where disclosed before confirmation or separately ordered.

For yachts, these may include fuel according to actual consumption, skipper charges, additional crew, catering, special equipment and exceptional marina, harbour or destination charges.

For villas and chalets, these may include additional housekeeping beyond the standard service level, catering, private chefs, concierge services, additional linen changes, damage-related cleaning and other individually requested services.

Personal travel expenses, personal taxes and services independently commissioned by a Participant remain the responsibility of that Participant.

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15.10 **Payment irrespective of use.** Maintenance Fees remain payable irrespective of the Participant's actual use, non-use, rental, charter or exchange of the relevant Usage Entitlement, subject to and as provided in the Agreement.

16. Rental and charter of unused periods

16.1 A Participant may offer an eligible unused Usage Week for rental or charter only through the CO|ONE team or another channel expressly appointed by the Company. Release is subject to operational availability, lead times, the Asset Rules and the Company's written or electronic acceptance.

16.2 The Company may select external rental, charter and marketing platforms, set market-based pricing and conditions, accept or reject bookings, and coordinate guest services. Once a third-party booking has been accepted, the Participant may not withdraw the period unless the Company agrees and the Participant bears the resulting costs.

16.3 External platform fees are deducted first from rental income actually received. From the remaining net proceeds, the Company retains the brokerage and management fee specified in the Agreement, currently 20%. The balance is credited or paid to the Participant, subject to permissible deductions and set-off.

16.4 No rental or charter success, occupancy, minimum price, income, yield or timing is guaranteed. Income depends on market demand, season, availability, operating expenses, third-party fees and management costs.

17. Third-party exchange programmes

17.1 Where the Company makes an exchange programme available, eligible villa or chalet weeks may be deposited only through the process designated by the Company. Participation is subject to the exchange provider's then-current eligibility, valuation, availability, fee, membership and booking conditions.

17.2 Any travel credits, "Keys", multipliers, destinations, exchange values or other benefits shown in a brochure or website are indicative and may be changed by the third-party provider. The Company does not guarantee acceptance of a week, any particular exchange value or the availability or quality of a third-party property. Applicable exchange and travel fees remain payable by the Participant.

18. Availability, maintenance and force majeure

18.1 Assets require regular maintenance, repair, inspection and regulatory downtime. The Company may block or restrict use where reasonably necessary for safety, preservation, servicing, insurance, legal compliance or urgent operational reasons.

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18.2 The Company is not responsible for events outside its reasonable control, including severe weather, natural events, fire, flood, epidemic, war, civil disturbance, governmental or port measures, utility or network failure, transport disruption, supplier failure, industrial action or damage caused by third parties. The Company's obligations are suspended to the extent and for the duration performance is prevented.

19. Suspension and ending of operational services

19.1 The Company may suspend a booking, access to an Asset or an optional service where amounts are overdue, required information is missing, use creates a safety or legal risk, the Participant or a guest materially breaches these Terms or Asset Rules, or suspension is required under the Agreement or by a competent authority.

19.2 These Terms apply while the Participant holds an associated Usage Entitlement and afterwards to outstanding payments, damage, confidentiality, liability and dispute provisions. Ending portal access or an optional service does not terminate the Agreement, cancel a participation position or release the Participant from Maintenance Fees or other obligations under the Agreement.

20. Liability

20.1 This Clause applies exclusively to booking, scheduling, rental or charter, preparation, relocation, use, operation, coordination and management services relating to an Asset. It does not govern any liability relating to the acquisition, holding, transfer, value or economic performance of any participation interest.

20.2 To the fullest extent permitted by applicable law, the Company, its corporate bodies, employees, representatives and agents shall be liable only for loss directly caused by their wilful misconduct or gross negligence. Liability for ordinary or slight negligence is excluded.

20.3 In particular, the Company shall not be liable for any loss, interruption, delay, cancellation, rescheduling, relocation, restriction or unavailability resulting from:

(a) any act or omission of a Participant, guest, tenant, charterer or other person granted access to an Asset;

(b) inaccurate, incomplete or late information provided by a Participant or any person acting on their behalf;

(c) any breach of these Terms, the Asset Rules, applicable laws, safety requirements or instructions of the Asset operator;

(d) independent booking platforms, rental or charter platforms, property managers, skippers, crew members, cleaners, technicians, maintenance providers, utilities, marinas, ports, transport providers, insurers or other independent service providers;

(e) technical defects, breakdowns, maintenance requirements, repairs, inspections, utility failures, internet failures, access restrictions or temporary closure of an Asset;

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(f) weather, sea conditions, natural events, governmental measures, regulatory requirements or any event beyond the Company's reasonable control; or

(g) travel, transport, accommodation or other arrangements made independently by the Participant or any guest,

20.4 unless and only to the extent that the relevant loss was directly caused by the Company's wilful misconduct or gross negligence.

20.5 The Company does not warrant uninterrupted or continuous availability of an Asset or any particular booking, rental, charter, route, itinerary, service level, technical condition, travel time, rental result or user experience. The Company may cancel, postpone, relocate, restrict or modify a booking or service where reasonably required for safety, maintenance, regulatory, operational or asset-protection reasons.

20.6 To the fullest extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, special or consequential loss, loss of profit, revenue, rental income, business, opportunity, anticipated savings, use or enjoyment, loss of data, reputational damage, substitute accommodation, alternative transport or travel expenses.

20.7 The Company shall not be responsible for the acts or omissions of independent third-party service providers. Any claims relating to services provided directly by such third parties shall be asserted against the relevant third-party provider, subject to its applicable contractual terms.

20.8 Nothing in this Clause excludes or limits liability for death or personal injury caused by the Company where such liability cannot lawfully be excluded, or any other liability that cannot be excluded or limited under mandatory applicable law.

21. Data protection, communications and intellectual property

21.1 Personal data is processed in accordance with the Company's Privacy Policy, including for booking, guest administration, KYC/AML, safety, service coordination, payments and legal compliance. Data may be provided to local managers, skippers, authorities and other service providers where necessary for the relevant purpose.

21.2 Operational notices, annual schedules, cost notices, Booking Confirmations and changes may be provided through the portal or by email to the latest contact details supplied by the Participant. The Participant must keep those details current and monitor the account and email address.

21.3 CO|ONE names, logos, photographs, plans, descriptions, portal content and materials are protected. No commercial use, reproduction or publication is permitted without prior written consent, except for personal use and any mandatory right.

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22. Changes to these Terms

22.1 The Company may amend these Terms prospectively where reasonably required by law, regulation, technology, safety, insurance, service-provider arrangements or operational development. The updated version and effective date will be made available in a storable form and material changes will be notified through the portal or by email.

22.2 An amendment may not retroactively alter an acquired participation position, reduce a vested economic right under the Agreement or override a confirmed booking, except to the extent required by mandatory law, safety, force majeure or the express terms of that Booking Confirmation. Where required, the Company will request renewed electronic acceptance before a new booking or service is used.

23. Governing law, jurisdiction and final provisions

23.1 These Terms are governed by the laws of the Principality of Liechtenstein, excluding international conventions and conflict-of-laws rules, unless mandatory rules require otherwise.

23.2 To the extent permitted by law, the courts of Liechtenstein have exclusive jurisdiction. The jurisdiction and governing-law provisions of the Agreement prevail for disputes within its scope.

23.3 If a provision is invalid, unenforceable or incomplete, the remaining provisions remain effective. The invalid or missing provision is replaced, to the extent legally permissible, by a valid provision that most closely reflects its economic and operational purpose.

23.4 Questions and operational notices may be sent to hello@the-co-one.com or to Bespoke AG, Buchenweg 6, 9490 Vaduz, Principality of Liechtenstein.

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